

07-19-2000



101407836



06-15-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

*KKD*  
*6.15.00*

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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07/17/2000 NTHAI1 00000129 75839957

01 FC:481 40.00 OP

02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002104 FRAME: 0618**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SUE THOUIN  
Name of Person Signing

  
Signature

06/13/00  
Date Signed

**EXHIBIT 1**  
**Supplement to Trademark Security Agreement**

This Supplement to Trademark Security Agreement ("Supplement"), dated May 4, 2000, is entered into by **Contech Construction Products Inc.**, an Ohio corporation ("Pledgor"), with an address of 1001 Grove Street, Middletown, Ohio 45044, and delivered to Mellon Bank, N.A., as Agent ("Agent"), with an address of 1735 Market Street, 6<sup>th</sup> Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

**Background**

A. This Supplement is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, dated February 19, 1997, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), and Mellon Bank, N.A., as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"), and that certain Trademark Security Agreement, dated February 11, 2000, by and between Pledgor and Agent on behalf of Lenders and Issuing Bank, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

D. Pledgor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and

interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

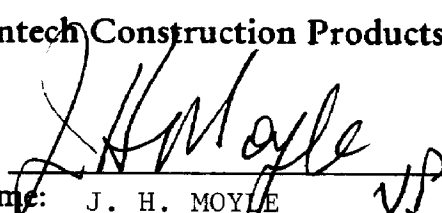
3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.


4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**Contech Construction Products Inc.**

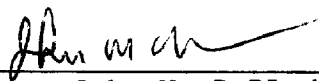
By:   
Name: J. H. MOYLE  
Title: SENIOR VICE PRESIDENT - FINANCE

Attest:   
Name: WILLIAM R. KINSEY  
Title: RISK MANAGEMENT CONSULTANT

[SIGNATURES CONTINUED ON NEXT PAGE]

Approved and accepted:


**Mellon Bank, N.A.**, as Agent  
on behalf of Lenders and Issuing Bank

By:   
Name: **John M. DePledge**  
Title: **Vice President**

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF OHIO : SS  
COUNTY OF BUTLER :

On this 4th day of MAY, 2000, before me personally appeared J. H. MOYLE, who being duly sworn, deposes and says that he/~~she~~ is the SR. VICE PRESIDENT of CONTECH CONSTRUCTION PRODUCTS INC., the corporation described in the foregoing document, that he/~~she~~ in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/~~she~~ is the person whose name and signature is subscribed to the foregoing document.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**RITA KING**  
**Notary Public, State of Ohio**  
**My Commission Expires July 24, 2004**

**SCHEDULE A-1**  
**Trademarks**

<b>PENDING TRADEMARK APPLICATIONS</b>			
<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Country</b>
QUICK STAB	75/839,957	11/05/99	USA
STAB-JOINT / METAL PIPE	75/897,176	01/14/00	USA
QUICK STAB	1049446	03/03/00	CANADA

<b>REGISTERED TRADEMARKS</b>			
<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>

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Name

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Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number 1-800-833-9848

Name

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Address (line 2)

Address (line 3)

Address (line 4)

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**Trademark Application Number(s)**

75/839,957

75/897,176

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

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No

**Statement and Signature**

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SUE THOUIN

06/13/00

Name of Person Signing

Signature

Date Signed