FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERC
Patent and Trademark Offi

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To the Honorable Commissioner of P ttached original documents or copy thereof.

1. Name of conveying party(ies):
M-D Building Products, Inc.

MKD
7.24.00

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 901 Main Street, 6th Floor

City: Dallas State: TX ZIP: 75202

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached Exhibit

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John T. Mitchell

Internal Address:

Street Address: 901 Main Street
Suite 5050

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

John T. Mitchell — Name of Person Signing

John T. Mitchell — Signature

7-18-00 — Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

FORM PTO-1594
(Rev. 5-93)
OMB No. 0651-0011 (exp. 4/94)

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05-10-2000

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Patent and Trademark O

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To the Honorable Commissioner of Patents and ... ginal documents or copy thereof.

1. Name of conveying party(ies):

M-D Building Products, Inc.

RECEIVED APR 20

- ☐ Individual(s)
- ☐ General Partnership
- ☒ Corporation-State
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name:

Internal Address:

Street Address:

City: State: ZIP:

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designati is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
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- ☐ Change of Name

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4. Application number(s) or patent number(s):

Please see attached Exhibit

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John T. Mitchell

Internal Address:

05/10/2000 JSHABAZZ 00000063 1756495

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Street Address: 901 Main Street

Suite 5050

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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 o the original document.

John T. Mitchell
Name of Person Signing

John T Mitchell
Signature

3-23-00
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002114 FRAME: 0125

EXHIBIT 1

PATENTS, PATENT APPLICATIONS AND PATENTABLE INVENTIONS

Patent Title	Patent No.	Issue Date
Variable Flow Dispensing Device	4,458,831	07/10/84
Method of Reducing Failure of Pressurized Container Valves	4,667,855	05/26/87
Vehicle Running Board	Des. 318,039	07/09/91
Carpenter Level	Des. 360,371	07/18/95

EXHIBIT 2

TRADEMARKS, TRADEMARK REGISTRATIONS, AND TRADEMARK APPLICATIONS AND ASSOCIATED GOODWILL

Trademark	Registration No.	Registration Date
AMERICAN (stylized)	1,756,499	March 9, 1993
AMERICANLEVEL (stylized)	1,898,701	June 13, 1995
SHRINK AND SEAL	1,936,579	November 21, 1995
SMARTCAMBER	1,712,824	September 1, 1992
SMARTDOT (stylized)	1,996,057	August 20, 1996
SMART LEVEL	1,557,407	September 19, 1989
SMARTLEVEL	1,850,604	August 23, 1994
SMARTLEVEL (stylized)	1,717,225	September 15, 1992
THE RULE TOOL	1,914,714	August 29, 1995

Patent and Trademark Security Agreement

This Patent and Trademark Security Agreement ("Security Agreement") entered into as of March 20, 2000 by and between Bank of America, N.A. (the "Lender") and M-D Building Products, Inc., an Oklahoma corporation with a place of business at 4041 N. Santa Fe Avenue, Oklahoma City, Oklahoma 73118 (the "Grantor"), in connection with the Loan Agreement (as hereinafter defined).

WHEREAS, the Lender and the Grantor have entered into a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"), whereby the Lender has agreed to loan money to the Grantor, and the Grantor has agreed to grant a security interest in certain of its business assets to the Lender to secure that loan; and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Lender.

NOW THEREFORE, in consideration of the premises set forth in this Security Agreement, the Loan Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Lender and the Grantor agree as follows:

Section 1.01. Grant of Security Interest. In order to secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), the Grantor hereby pledges, mortgages and grants a first-priority security interest to the Lender in and to the following:

(1) All patents, patent applications and patentable inventions of the Grantor, including but not limited to those set forth in Exhibit 1, and (a) the invention and improvements described and claimed therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions ("Patents").

(2) All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Grantor, including but not limited to those set forth in Exhibit 2 and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licenser of said trademark ("Trademarks").

Section 2.01. No Liens, etc. The Grantor agrees that it will not, without the prior written consent of the Lender, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Lender in said Patents and Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to the Lender in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Patents or Trademark registrations covered by this Security Agreement without the prior written agreement of the Lender.

Section 3.01. Grantor's Obligation to Maintain and Enforce Rights. The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Lender:

(1) To take all actions necessary to properly maintain and renew all Patents and registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Patents or registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all patentable inventions or Trademarks acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause Patents and registrations for Trademarks to be issued as a result of said applications.

(3) To protect such Patents and Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents and Trademarks from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

Section 4.01. Reporting Requirements. The Grantor agrees to provide written semiannual reports to the Lender informing it of: (a) the status of all Patents and Trademarks subject to this Security Agreement including any new patents, patent applications, trademark registrations, trademark registrations, trademark applications or related licenses; and (b) any actions taken by the Grantor pursuant to paragraph 3.01 of this Security Agreement.

Section 5.01. After Acquired Property. If the Grantor shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, trademarks, registered trademarks, trademark applications or licenses before its obligations to the Lender as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Lender to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Agreement shall constitute a material default hereunder. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Lender, the Grantor hereby authorizes and grants a power of attorney to the Lender to take any action as Lender may deem to be necessary with respect to said Patents and Trademarks including but not limited to the assignment of all said Patents and Trademarks from the Grantor to the Lender. This right may be exercised in addition to any other rights and remedies which may be available under applicable law. In addition, upon the occurrence of an Event of Default (as defined in the Loan Agreement), Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in the State of Texas.

Section 7.01. Interpretation. This Security Agreement is subject to the terms and conditions of the Loan Agreement. Where any term in this Security Agreement may be inconsistent with any term in the Loan Agreement, the terms of the Loan Agreement shall control.

Section 8.01. No Waiver. The failure by the Lender to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Lender from continuing to exercise said rights in the future.

Section 9.01. Governing Law. The Security Agreement is to be governed by the law of the State of Texas and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Lender.

Section 10.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

Section 11.01. Further Actions. The Grantor agrees to execute any other documents and take any further action upon the request of the Lender as may be deemed necessary to effectuate the terms of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of March 20, 2000.

Attest:

M-D Building Products, Inc.

By:

Title: Chairman

Attest:

Bank of America, N.A.

By: Kathy M. Duncan

Title: Assistant Vice President

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