

09-18-2000



101458790

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8-17-00

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
8 11 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
8 11 00

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

09/18/2000 DMGUYEN 00000251 2257012

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 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: 002137 FRAME: 0230

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2257012"/>	<input type="text" value="2253489"/>	<input type="text" value="2301600"/>
<input type="text" value="2305482"/>	<input type="text" value="2253491"/>	<input type="text" value="2249596"/>
<input type="text" value="2253490"/>	<input type="text" value="2251410"/>	<input type="text" value="2249591"/>

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.

Mario Maurice

Name of Person Signing



Signature

8/16/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/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 the Assignment.)

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)

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2303616	<input type="text"/>	<input type="text"/>
2251412	<input type="text"/>	<input type="text"/>
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SCHEDULE 1
to Trademark Security Agreement

1. Frazee Industries, Inc. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Application or Registration Date</u>	<u>Application or Registration Number</u>	<u>Jurisdiction</u>
Acri-tec	Not registered	--		--
Duratec	Not registered	--		--
Frazee ---	Registered	January 21, 1997 July 31, 1995 September 24, 1993 February 28, 1996 November 12, 1996 June 5, 1996	-- -- -- 2014724	China Malaysia Mexico Thailand United States Vietnam
Lo-Glo	Not registered	--	--	
Majestic	Not registered	--	--	
Satin Glide	Not registered	--	--	
Velvin	Not registered	--	--	
Versa-tex	Not registered			
Design Only	Registered	August 15, 1995	1910974	United States

2. Kwal-Howells, Inc. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Application or Registration Date</u>	<u>Application or Registration Number</u>	<u>Jurisdiction</u>
Kwal	Registered	June 29, 1999	2257012	United States
Kwal-Howells	Registered	June 15, 1999	2253489	United States
Hanley Paint	Registered	December 21, 1999	2301600	United States
Howells	Registered	January 4, 2000	2305482	United States
Ren's Paint	Not registered	--		--
Accu Tone	Registered	June 15, 1999	2253491	United States
Accu-Tuff	Registered	June 1, 1999	2249596	United States
Acry-Crete	Registered	June 15, 1999	2253490	United States
Ambassador	Registered	June 8, 1999	2251410	United States
Poly-VI	Registered	June 1, 1999	2249591	United States
Premium Finishes	Registered	December 28, 1999	2303616	United States
Sunfoe	Registered	June 8, 1999	2251412	United States

3. Parker Paint Mfg. Co., Inc. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Application or Registration Date</u>	<u>Application or Registration Number</u>	<u>Jurisdiction</u>
Great Northwest Paint	Registered	March 18, 1997	2046622	United States
Parker Paint & "Paint Drop" Logo	Registered	January 23, 1996	1951539	United States
Fireguard	Registered	October 18, 1994	1858314	United States
Flextron	Registered	January 23, 1996	1951538	United States
Pro Shell	Registered	January 23, 1996	1951463	United States
Pro Satin	Registered	July 28, 1992	1702712	United States
Satin Glow	Registered	January 23, 1996	1951470	United States
Wood Flex	Registered	January 23, 1996	1951469	United States

4. General Paint Ltd. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Application or Registration Date</u>	<u>Application or Registration Number</u>	<u>Jurisdiction</u>
General Paint & Rainbow Design	Registered	November 24, 1999	TMA519,790	Canada
The Great Canadian Paint Company	Registered	June 30, 1998 February 20, 1998 April 18, 1998	581,288 290,238 31,262	Mexico New Zealand Vietnam
Breeze	Registered Registered	May 7, 1995* September 7, 1997	TMA140,217 1092441	Canada China
Envirogard	Registered	June 11, 1993	TMA413,409	Canada
Epogård	Registered	March 25, 1996*	TMA144,568	Canada
Express Yourself	Registered Registered	September 22, 1998 November 29, 1996	TMA501,090 TMA466,719	Canada Canada
Field Marker & Design	Registered	May 14, 1999	TMA511,873	Canada
General Paint	Registered Registered Registered	August 13, 1997* May 6, 1998 October 14, 1997	TMA271,708 TMA494,009 1119977	Canada Canada China
General Paint; Design	Registered	November 19, 1997*	TMA273,896	Canada
Last for Ages	Registered Registered	May 13, 1999 March 12, 1998	TMA511,796 TMA491,286	Canada Canada
Line Marker & Design	Registered	September 22, 1998	TMA501,070	Canada
Loyalty Advantage Club	Registered	September 22, 1998	TMA501,092	Canada
Millenium	Applied	February 28, 2000	0871,428	Canada
Monacrete	Registered	November 5, 1995*	TMA142,536	Canada
Monamel	Registered	April 26, 1997*	UCA008380	Canada

<u>Trademark</u>	<u>Status</u>	<u>Application or Registration Date</u>	<u>Application or Registration Number</u>	<u>Jurisdiction</u>
Private Estate	Registered	July 29, 1998	TMA498,028	Canada
Procraft	Registered	March 31, 1995	TMA441,608	Canada
Rainbow & Design	Registered	January 22, 1997	TMA265,909	Canada
Spantex	Registered	October 11, 1989	TMA202,403	Canada
Stretch	Registered	June 9, 1997	TMA151,262	Canada
Stuccogard	Registered	May 28, 1998	TMA495,390	Canada
Tough & Rugged	Registered	September 18, 1998	TMA500,962	Canada
Tuff Stuff	Registered	September 22, 1998	TMA501,088	Canada
Weather-It	Registered	March 5, 1997*	TMA267,157	Canada
Westcoast Living	Registered	December 1, 1995	TMA451,382	Canada
Woodcraft	Registered	January 20, 1986*	TMA102,457	Canada

* Date of Renewal

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 11, 2000, by and among each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors" and individually, a "Pledgor") and SunTrust Bank (the "Agent"), as agent for itself, the Lenders (as defined below) and the Issuing Banks (as defined below).

WITNESSETH:

WHEREAS, Professional Paint, Inc., a Delaware corporation, Frazee Industries, Inc., a Delaware corporation, Kwal-Howells, Inc., a Colorado corporation, Parker Paint Mfg. Co., Inc., a Washington corporation, Frazee Franchise Corp., a Delaware corporation (collectively, the "Borrowers"), the lenders party thereto (the "Lenders"), SunTrust Bank, as issuing bank (together with any other Person who hereafter may be designated as an Issuing Bank pursuant to the Credit Agreement (as defined below), the "Issuing Banks") and the Agent are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrowers from time to time and the Borrowers have agreed to grant a security interest in substantially all of their assets to the Agent for the benefit of the Agent, the Lenders and the Issuing Banks (collectively, the "Lender Group"); and

WHEREAS, the Lender Group has required that the Pledgors execute and deliver this Agreement (a) (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Credit Agreement) of the Borrowers under the Credit Agreement, (ii) the obligations of the Pledgors arising from this Agreement, and (iii) the obligations of General Paint, Ltd., an Ontario corporation (the "Canadian Guarantor") arising from the Canadian Guaranty, ((i) through (iii) being hereinafter collectively referred to as the "Secured Obligations") and (b) as a condition precedent to any extension of credit under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Pledgors hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and, in the case of General Paint Ltd., the Canadian Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment of all the Secured Obligations, each Pledgor hereby grants, assigns, transfers and pledges to the Agent, for the ratable benefit of the Lender Group, a security interest in and lien on all of such Pledgor's right, title and interest in and to the following, whether, now existing or hereafter adopted or acquired: trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (e) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i)); are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" it being understood and agreed that the Trademarks assigned shall hereby include, without limitation, rights and interests pursuant to licensing or other contracts in favor of such Pledgor pertaining to the Trademarks, but in the case of third parties which are not Affiliates of such Pledgor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties).

Notwithstanding the foregoing, the Trademarks shall not include trademarks or other property or rights referenced in this paragraph 4 which are subject to an agreement or contract that prohibits the granting of a Lien under this Agreement.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or knowingly

fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the material rights associated with the Trademarks (subject to Sections 8 and 10).

6. New Trademarks. Each Pledgor represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of the Pledgor's Trademarks, and (b) no liens, claims or security interests in such Trademarks have been granted by such Pledgor to any Person, which are still in effect, other than the Agent and except as permitted in the Credit Agreement or the Canadian Guaranty. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of any rights in Trademarks pursuant to such licenses). Each Pledgor shall give to the Agent written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Each Pledgor may, and hereby authorizes the Agent to, modify this Agreement unilaterally upon such Pledgor's notice to the Agent (i) by amending Schedule 1 to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future Trademarks.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to such Pledgor.

8. Right to Inspect; Further Agreements and Security Interest. The Agent may from time to time hereafter (during normal business hours and upon reasonable notice to the Pledgor if no Event of Default has occurred and is continuing or at any time with or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit and inspect such Pledgor's premises and examine such Pledgor's books, records and operations relating to the Trademarks. Each Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks (other than non-material Trademarks no longer in use) without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Secured Obligations have been paid in full and the Credit Agreement and the Canadian Guaranty have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements releases, reassignments and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of the Pledgors. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of its business, to prosecute diligently any trademark application or service mark

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TRADEMARK
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application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Each Pledgor further agrees with respect to any of the Trademarks material to the business of such Pledgor (i) not to abandon any Trademark without the prior written consent of the Agent, and (ii) to maintain in full force and effect the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by the applicable Pledgor. The Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender Group shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of such Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, such Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to such Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably appoints the Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, at

such time as an Event of Default has occurred and is continuing under the Credit Agreement and consistent with existing license agreements, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent reasonably deems in the best interest of the Lender Group. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated at which time such power of attorney shall be revoked. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of each of the Agent, the Lenders and the Issuing Banks and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York, including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement or, in the case of General Paint Ltd., the Canadian Guaranty.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

21. Merger. This Agreement represents the final agreement of the Pledgors, the Lenders, the Issuing Banks and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgors and the Agent or any Lender.

22. Effectiveness. This Agreement shall become effective on the Agreement Date.

23. Continuing Lien; Transfers by Lenders.

(a) This Agreement shall create a continuing security interest and collateral assignment of the Trademarks and shall (i) remain in full force and effect until payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Agent, which in any extent shall be in an amount equal to 102% of the Letter of Credit obligations), and the termination of the Commitments, (ii) be binding upon each Pledgor, its successors and assigns and (iii) inure to the benefit of the Agent, the Issuing Banks, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Agent herein or otherwise, to any other Person, subject, however, to the provisions of Section 11.5 of the Credit Agreement. Upon the payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Agent, which in any extent shall be in an amount equal to 102% of the Letter of Credit Obligations), and the termination of the Commitments, the assignment hereunder shall terminate and all rights to the Trademarks shall revert to the Pledgors or to any other Person as may be designated by the Court, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, the Agent shall, at Pledgors' expense, execute and deliver to the Pledgors such documents as the Pledgors shall reasonably request to evidence such termination.

(b) The Trademarks shall be subject to release from time to time in accordance with Section 10.15 of the Credit Agreement (the "Released Collateral"). The Liens under this Agreement shall terminate with respect to the Released Collateral upon such release, and upon the request of such Pledgor, the Agent shall execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Agent

shall not be required to execute any such documents on terms which, in the Agent's opinion, would expose the Agent to liability and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations of any Pledgor or any Liens on (or obligations of the Pledgor in respect of) all interests retained by such Pledgor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the collateral covered by this Agreement.

24. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement, any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Pledgor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender Group, or any of them, under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party on default under the UCC as enacted in the State of New York at that time.

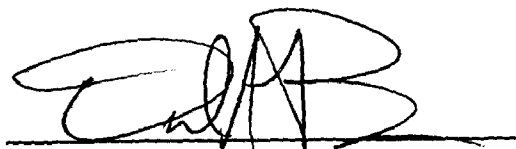
25. Interpretation. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement or Canadian Security Agreement as it relates to the Canadian Guarantor, the Security Agreement or the Canadian Security Agreement, as the case may be, shall govern.

[Remainder of this page intentionally left blank]

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by Daniel M. Colburne, personally known to me to be the V.P. Finance of Frazee Industries, Inc., a Delaware corporation, on behalf of such company.

(SEAL)

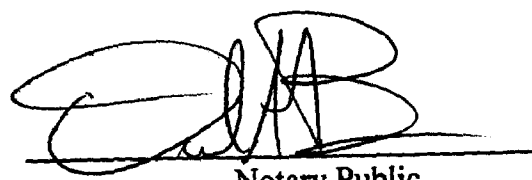


Notary Public
My Commission expires:
DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by Daniel M. Colburne, personally known to me to be the V.P. Finance of Kwal-Howells, Inc., a Colorado corporation, on behalf of such company.

(SEAL)

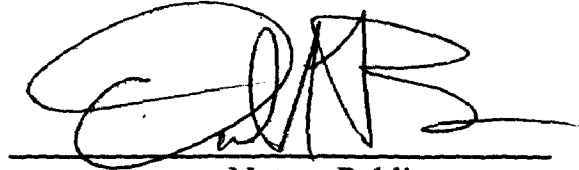


Notary Public
My Commission expires:
DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by DANIEL M. CARBONE, personally known to me to be the V.P. FINANCE of General Paint Ltd., an Ontario corporation, on behalf of such company.

(SEAL)



Notary Public

My Commission expires:

DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by DANIEL M. CARBONE, personally known to me to be the V.P. FINANCE of Parker Paint Mfg. Co., Inc., a Washington corporation, on behalf of such company.

(SEAL)



Notary Public

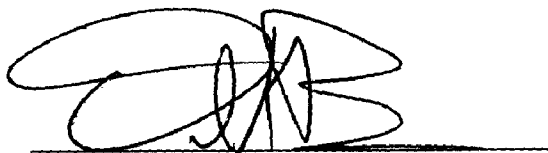
My Commission expires:

DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by Daniel M. Colbourn, personally known to me to be the V.P. Finance of Frazee Franchise Corp., a Delaware corporation, on behalf of such company.

(SEAL)



Notary Public

My Commission expires:

DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

STATE OF New York)
) ss.:
COUNTY OF New York)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th day of August, 2000, by Daniel M. Colbourn, personally known to me to be the ONE FINANCIAL OFFICER of Professional Paint, Inc., a Delaware corporation, on behalf of such corporation.

(SEAL)



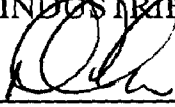
Notary Public

My Commission expires:

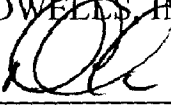
DAVID A. BEEMAN
Notary Public, State of New York
No. 01BE6018596
Qualified in New York County
Commission Expires Jan. 11, 2001

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


FRAZEE INDUSTRIES, INC.

By: 
Name: Danrel M. Colbourne
Title: VP - Finance


KWAL-HOWELLS, INC.

By: 
Name: _____
Title: VP Finance


PARKER PAINT MFG. CO., INC.

By: 
Name: _____
Title: VP Finance


GENERAL PAINT LTD.

By: 
Name: _____
Title: VP Finance

FRAZEE FRANCHISE CORP.


By: 
Name: _____
Title: VP Finance

PROFESSIONAL PAINT, INC.

By: 
Name: _____
Title: Chief Finance Officer

Agreed and Accepted as of
this 14th day of August, 2000.

SUNTRUST BANK, as Agent

By: 
Name: _____
Title: _____

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 14th day of August, 2000, by James M. Warren, personally known to me to be the Vice President of SunTrust Bank, on behalf of such bank.

(SEAL)

Mario Maurice
Notary Public
My Commission expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires October 6, 2003.