

09-25-2000



101469631

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9.8.00

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

75744978

- ☐ 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)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☐ Corporation ☐ Association
- ☒ Other

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 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: 002145 FRAME: 0546

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 (404) 815-2185

Name

Mario Maurice

Address (line 1)

Paul, Hastings, Janofsky & Walker, LLP

Address (line 2)

600 Peachtree Street, N.E.

Address (line 3)

Suite 2400

Address (line 4)

Atlanta, GA 30308-2222

Pages

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

30

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)

75/744,978

74/607,171

74/726,058

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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:

16-0752

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

Date Signed

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

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.

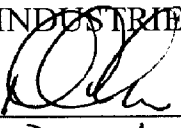
24. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement, any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly 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.

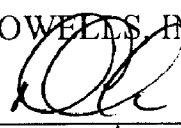
[Remainder of this page intentionally left blank]

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: Daniel M. Colbourne
Title: VP Finance


KWAL-HOWELLS, INC.

By: 
Name: Daniel M. Colbourne
Title: VP Finance


PARKER PAINT MFG. CO., INC.

By: 
Name: Daniel M. Colbourne
Title: VP Finance


GENERAL PAINT LTD.

By: 
Name: Daniel M. Colbourne
Title: VP Finance

FRAZEE FRANCHISE CORP.

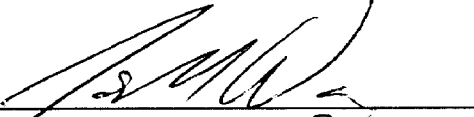
By: 
Name: Daniel M. Colbourne
Title: VP Finance

PROFESSIONAL PAINT, INC.

By: 
Name: Daniel M. Colbourne
Title: Chief Finance Officer

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

SUNTRUST BANK, as Agent

By: 

Name: James M. Warren

Title: Vice President

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)



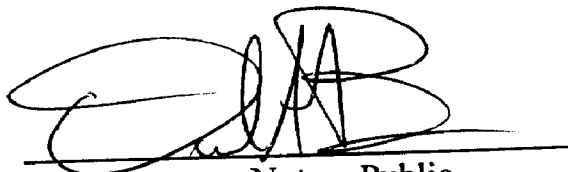
Notary Public

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)



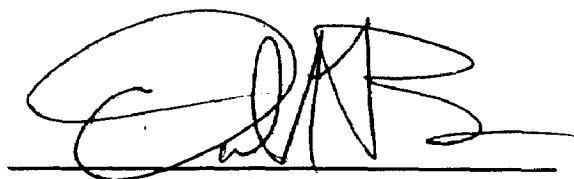
Notary Public

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

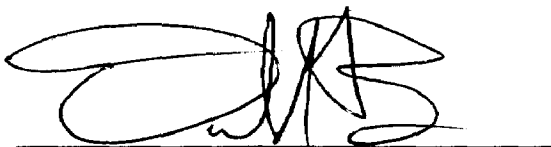
My Commission expires:

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 Chief 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

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

The foregoing Trademark Security Agreement was executed and acknowledged before me this 11th 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 3, 2003.

PARKER PAINT MFG. CO., INC.
Trademark Schedule

I. REGISTERED

Trademark	Reg. No.	Goods	Owner
FIREGUARD	1,858,314		Parker Paint Mfg. Co., Inc.
FLEXTRON	1,951,538	Ready mixed paint for interior and exterior use	Parker Paint Mfg. Co., Inc.
GREAT NORTHWEST PAINT	2,046,622	Ready mixed architectural coatings, namely paints, for interior and exterior use	Parker Paint Mfg. Co., Inc.
PARKER PAINT and Design	1,951,539	Ready mixed paints for interior and exterior use	Parker Paint Mfg. Co., Inc.
PRO SATIN (Stylized)	1,702,712	Interior satin-gloss paint	Parker Paint Mfg. Co., Inc.
PRO SHELL	1,951,463	Ready mixed paint for interior and exterior use	Parker Paint Mfg. Co., Inc.
SATIN GLOW	1,951,470	Ready mixed paint for interior and exterior use	Parker Paint Mfg. Co., Inc.
WOOD FLEX	1,951,469	Ready mixed paint for interior and exterior use	Parker Paint Mfg. Co., Inc.

KWAL-HOWELLS, INC.
Trademark Schedule

I. REGISTERED

Trademark	Reg. No.	Goods	Owner
ACCU-TONE	2,253,491	Latex and alkyd-based paints for interior and exterior use of drywall, metal, masonry and stucco	Kwal-Howells, Inc.
ACCU-TUFF	2,249,596	Acrylic-based texture coating for interior and exterior use in drywall, wood and masonry	Kwal-Howells, Inc.
ACRY-CRETE	2,253,490	Acrylic-based paint for use on concrete bridges, abutments and pre-cast masonry panels	Kwal-Howells, Inc.
AMBASSADOR	2,251,410	Acrylic-based paints for interior and exterior use	Kwal-Howells, Inc.
HANLEY PAINT	2,301,600	Architectural trade paints for interior and exterior use, namely, acrylic emulsions alkyds, epoxies, poly-vinyl acetate emulsions, polyurethane and vinyl coatings	Kwal-Howells, Inc.
HOWELLS	2,305,482	Architectural trade paints for interior and exterior use, namely acrylic emulsions, alkyds, epoxies, poly-vinyl acetate emulsions, polyurethane and vinyl coatings	Kwal-Howells, Inc.
KWAL	2,257,012	Architectural trade paints for interior and exterior use, namely, acrylic emulsions, alkyds, epoxies, poly-vinyl acetate emulsions, polyurethane and vinyl coatings	Kwal-Howells, Inc.

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Trademark	Reg. No.	Goods	Owner
KWAL-HOWELLS	2,253,489	Architectural trade paints for interior and exterior use, namely acrylic emulsion, alkyds, epoxies, poly-vinyl acetate emulsions, polyurethane and vinyl coatings	Kwal-Howells, Inc.
POLY-VI	2,249,591	Vinyl acrylic latex-based paint for exterior use on stucco, masonry and wood	Kwal-Howells, Inc.
PREMIUM FINISHES	2,303,616	Latex and alkyd based paints for interior and exterior use	Kwal-Howells, Inc.
SUNFOE	2,251,412	Vinyl acrylic paints for exterior use in stucco and masonry	Kwal-Howells, Inc.

III. COMMON LAW MARK

Trademark	Ser. No.	Goods	Owner
REN'S PAINT	N/A	(?)	(?)

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GENERAL PAINT LTD.
Foreign Trademark Schedule

I. REGISTERED

Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
BREEZE	TMA140,217	5/7/65 (Renewed 5/7/95)	Latex paints, oleo-resinous paints, varnish; paint brushes and paint rollers.	Canada	General Paint Ltd.
ENVIROGARD	TMA413,409	6/11/93	Protective water based acrylic emulsion paint coatings	Canada	General Paint Ltd.
EPOGARD	TMA144,568	3/25/66 (Renewed 3/25/96)	Finishes and coating materials formulated from epoxy resins for use on metal, wood and concrete surfaces to provide heavy duty protection under highly corrosive conditions	Canada	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
EXPRESS YOURSELF	TMA501,090	9/22/98	Interior and exterior surface coatings, namely paints, protective coatings and decorative coatings, (1) Providing painting, surface coating and residential and commercial improvement and decorating consulting services; and providing a program offering incentives to customers. (2) Operation of a store selling painting, surface coating and residential and commercial improvement and decorating-related wares.	Canada	General Paint Ltd.
EXPRESS YOURSELF	TMA466,719	11/29/96	Paint.	Canada	General Paint Ltd.
FIELD MARKER (and Design)	TMA511,873	5/14/99	Paint for use on fields.	Canada	General Paint Ltd.
GENERAL PAINT	TMA271,708	8/13/82 (Renewed 8/13/97)	Interior and exterior latex and alkyd chlorinated rubber, vinyl, epoxy and polyester enamels, lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners.	Canada	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
GENERAL PAINT	TMA494,009	5/6/98	Operation of a store selling paints, stains, decorative coatings, protective coatings, speciality coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.
GENERAL PAINT & RAINBOW DESIGN	TMA273,896	11/19/82 (Renewed 11/19/97)	Interior and exterior latex and alkyd paints, alkyd, chlorinated rubber, vinyl, epoxy, and polyester enamels.	Canada	General Paint Ltd.
GENERAL PAINT & RAINBOW DESIGN	TMA519,790	11/24/99	Operation of a store selling paints, stains, decorative coatings, protective coatings, speciality coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
LASTS FOR AGES	TMA511,796	5/13/99	Interior and exterior surface coatings, namely paints, stains, protective coatings and decorative coatings. (1) Providing painting, surface coating and residential and commercial improvement and decorating consulting services; and providing a program offering incentives to customers. (2) Operation of a store selling painting, surface coating and residential and commercial improvement and decorating-related wares.	Canada	General Paint Ltd.
LASTS FOR AGES	TMA491,286	3/12/98	Operation of a store selling paints, stains, decorative coatings, protective coatings, speciality coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.
LINE MARKER & DESIGN	TMA501,070	9/22/98	Surface coatings, namely paints used to make markings on floors, interior and exterior surfaces, roads, lots, walkways, and/or signage	Canada	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
LOYALTY ADVANTAGE CLUB	TMA501,092	9/22/98	Operation of a store selling painting, surface coating and residential and commercial improvement and decorating-related wares; providing painting, surface coating and residential and commercial improvement and decorating consulting services; and providing a program offering incentives to customers.	Canada	General Paint Ltd.
MONACRETE	TMA142,536	11/5/65 (Renewed 11/5/95)	Exterior paints for stucco, cement, and wooden surfaces	Canada	General Paint Ltd.
MONAMEL	UCA008380	4/26/37 (Renewed 4/26/97)	Paints, varnishes and enamels	Canada	General Paint Ltd.
PRIVATE ESTATE	TMA498,028	6/29/98	Paint	Canada	General Paint Ltd.
PROCRAFT	TMA441,608	3/31/95	Interior and exterior coatings, namely latex, oil-based and alkyd paints.	Canada	General Paint Ltd.
RAINBOW & DESIGN	TMA265,909	1/22/82 (Renewed 1/22/97)	Interior and exterior latex and alkyd paints, alkyd, chlorinated rubber, vinyl, epoxy, and polyester enamels	Canada	General Paint Ltd.
SPANTEX	TMA202,403	10/11/74 (Renewed 10/11/89)	Liquid synthetic rubber for water proof coating	Canada	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
STRETCH	TMA151,262	6/9/67 (Renewed 6/9/97)	Paints and thinners	Canada	General Paint Ltd.
STUCCOGARD	TMA495,390	5/28/98	Paint-like coatings, namely weather protective elastomeric surface coatings	Canada	General Paint Ltd.
TOUGH & RUGGED	TMA500,962	9/18/98	Paint	Canada	General Paint Ltd.
TUFF STUFF	TMA501,088	9/22/98	Paint	Canada	General Paint Ltd.
WEATHER-IT	TMA267,157	3/5/82 (Renewed 3/5/97)	Paint, stain and varnish	Canada	General Paint Ltd.
WESTCOAST LIVING	TMA451,382	12/1/95	Paint	Canada	General Paint Ltd.
WOODCRAFT	TMA102,457	1/20/56 (Renewed 1/20/86)	Paint	Canada	General Paint Ltd.
BREEZE	1092441	9/7/97 (Renewal Date: 9/6/07)	Wood preservatives, corrosion and rust inhibiting coatings, colorants, dyes	China	General Paint Ltd.
GENERAL PAINT	1119977	10/14/97 (Renewal Date: 10/13/07)	Sales promotion (for others), import- export agencies	China	General Paint Ltd.

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Trademark	Reg. No.	Reg. Date	Goods	Country	Owner
MILLENNIUM	1368012	2/28/00 (Renewal Date: 2/27/10)	Coatings	China	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	581,288	6/30/98	All goods included in Class 2	Mexico	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	290,238	2/20/98 (Renewal Date - 2/20/05)	Interior and exterior coatings, including latex, oil-based and alkyd paints; alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners	New Zealand	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	31262	6/19/99 Renewal Date - 4/18/2008		Vietnam	General Paint Ltd.

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II. PENDING

Trademark	App. No.	File Date	Goods	Country	Owner
FARMCARE	0895,038	10/30/98	Surface coatings, namely exterior protective paints.	Canada	General Paint Ltd.
FRESHTEX	1020,050	6/22/99	Interior coatings, namely latex, oil-based and alkyd paints	Canada	General Paint Ltd.
GENERAL PAINT THE PAINT EXPERTS & RAINBOW DESIGN	0749,495 (Opposed)	3/15/94	Interior and exterior coatings, namely latex, oil-based and alkyd paints	Canada	General Paint Ltd.
GENERAL PAINT THE PAINT EXPERTS & RAINBOW DESIGN	0823,962	9/20/96 (Extension of time until-6/24/00)	Operation of a store selling paints, stains, decorative coatings, protective coatings, speciality coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.
HI-PERFORMANCE 2000	1020,049	6/22/99	Interior and exterior coatings, namely oil-based and alkyd paints for industrial and semi-industrial use, (2) interior and exterior coatings, namely latex paints for industrial and semi-industrial use.	Canada	General Paint Ltd.

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Trademark	App. No.	File Date	Goods	Country	Owner
HP 2000	1020,051	6/22/99	Interior and exterior coatings, namely oil-based and alkyd paints for industrial and semi-industrial use. (2) Interior and exterior coatings, namely latex paints for industrial and semi-industrial use.	Canada	General Paint Ltd.
MILLENNIUM	0871,428	3/5/98 (Extension of time until - 8/7/00)	Paint and paint colour selection services	Canada	General Paint Ltd.
PREFERRED PAINTER'S CLUB	1010,990	4/6/99	Customer loyalty program associated with retail store and wholesale distribution services	Canada	General Paint Ltd.
PRESTIGE	0749,418	3/11/94 (Extension of time until - 2/29/00)	Interior and exterior coatings, namely latex, oil-based and alkyd paints	Canada	General Paint Ltd.
RAIN COUNTRY	1012,632	4/20/99	Interior and exterior coatings, namely latex, oil-based and alkyd paints; alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners.	Canada	General Paint Ltd.
RAINBOW OF REWARDS	1011,100	4/6/99	Customer loyalty program associated with retail store and wholesale distribution services	Canada	General Paint Ltd.

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Trademark	App. No.	File Date	Goods	Country	Owner
RAINBOW SERVICES	1011,101	4/6/99	Customer loyalty program associated with retail store and wholesale distribution services	Canada	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY & DESIGN	0870,001	2/20/98 (Extension of time until - 11/30/99)	Interior and exterior coatings, namely latex, oil-based and alkyd paints, alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners. Operation of a store selling paints, stains, decorative coatings, protective coatings, specialty coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	0870,002	2/20/98 (Extension of time until - 5/31/00)	Interior and exterior coatings, namely latex, oil-based and alkyd paints, alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners. Operation of a store selling paints, stains, decorative coatings, protective coatings, specialty coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.

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Trademark	App. No.	File Date	Goods	Country	Owner
THE PAINT EXPERTS	0749,419 (Opposed)	3/11/94	Interior and exterior coatings, namely latex, oil-based and alkyd paints.	Canada	General Paint Ltd.
THE PAINT EXPERTS	0823,963	9/20/96 (Extension of time until - 7/25/00)	Operation of a store selling paints, stains, decorative coatings, protective coatings, speciality coatings, thinners, wallpaper, decorating-related products and all accessories, supplies and application tools relating to all such wares.	Canada	General Paint Ltd.
TIMELESS	0811,484	5/1/96 (Extension of time until - 5/1/00)	Paint	Canada	General Paint Ltd.
TRADESMAN	0899,382 (Opposed)	12/11/98	Interior and exterior coatings, namely latex, oil-based and alkyd paints; alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnishes, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners.	Canada	General Paint Ltd.
WOODHIDE	0775,427	2/14/95 (Extension of time until 8/14/00)	Paint	Canada	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY and Design	9800094763	8/19/98	Sales promotion (for others)	China	General Paint Ltd.

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Trademark	App. No.	File Date	Goods	Country	Owner
THE GREAT CANADIAN PAINT COMPANY (and Design)	11104/1998	8/21/98	Interior and exterior coatings, namely latex, oil-based and alkyd paints; alkyd, chlorinated rubber, vinyl, epoxy and polyester enamels; lacquers, varnished, polyurethane finishes, wood stains and preservatives, shellac, linseed oil and thinners; all included in Class 2	Hong Kong	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	4,1998-06277			Philippines	
THE GREAT CANADIAN PAINT COMPANY	1888988	3/7/98	Paints, including paints for inside and outside coats; namely latex paints, oil bases paints, alkyd paints, alkyd enamels, chlorinated rubber, vinyl enamels; lacquers, oil varnishes, finishing paints, stains and preparation against deterioration of wood, shellac, flax oil, thinners.	Poland	General Paint Ltd.
THE GREAT CANADIAN PAINT COMPANY	98705281	3/31/98	Internal and external coatings, including latex, oil and alkyd paints; alkyd, chloride gummed, vinyl, epoxy and polyessential enamels; lacquers, varnishes, polyurethane coatings for surface finish, wood paints and wood preservatives, gum-lacs, drying oils included in class 02, and thinners.	Russia	General Paint Ltd.

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FRAZEE INDUSTRIES, INC.
Trademark Schedule

I. REGISTERED

Trademark	Reg. No.	Goods	Owner
FRAZEE	2,014,724	Architectural coatings for interior and exterior use, wood stains, enamel-based architectural coatings, lacquers for use on woodwork	Fraze Industries, Inc.
DESIGN ONLY	1,910,974	House paints, varnishes, wood stains, and coatings in the nature of enamels and finishes for houses	Fraze Industries, Inc.

II. FOREIGN MARKS

Trademark	Country	Reg. Date	Goods	Owner
FRAZEE	China			Fraze Industries, Inc.
FRAZEE	Malaysia			Fraze Industries, Inc.
FRAZEE	Mexico			Fraze Industries, Inc.
FRAZEE	Thailand			
FRAZEE	Vietnam			
GENERAL PAINT & RAINBOW Design	Canada	12/2/96		Fraze Industries, Inc.
GENERAL PAINT & RAINBOW Design	China	6/7/96		Fraze Industries, Inc.

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Trademark	Country	Reg. Date	Goods	Owner
THE GREAT CANADIAN PAINT COMPANY	Canada	2/20/98		Frazer Industries, Inc.
THE GREAT CANADIAN PAINT COMPANY	United Kingdom	3/26/98		Frazer Industries, Inc.

III. PENDING

Trademark	Reg. No.	Goods	Owner
BEST CHOICE BC	75/744,978	Architectural coatings and enamel based architectural coatings, namely, paint for interior and exterior use; wood stains; and lacquers in the nature of a coating for use on woodwork	Frazer Industries, Inc.

IV. ABANDONED

Trademark	Reg. No.	Goods	Owner
ENVIROKOTE	74/607,171	Paints	Frazer Industries, Inc.
DURA FLAT	74/726,058	House paints, varnishes, wood stains, coatings in the nature of enamels and finishes for houses	Frazer Industries, Inc.