

11-21-2000

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Form PTO-1594

(Rev 6-93)

10-16-00

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S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NATIONAL DIVERSIFIED SALES, INC.
851 N. Harvard Avenue
Lindsay, CA 93247

- Individual(s)
- General Partnership
- * Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- * Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 22, 2000

2. Name and address of receiving party(ies):

Name: THE BANK OF NOVA SCOTIA, as administrative agent

Internal Address: _____

Street Address: One Liberty Plaza

City: New York State: NY ZIP: 10006
Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

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

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ATTACHED LIST

B. Trademark No.(s) SEE ATTACHED LIST

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

* Enclosed (Check No. 18789)

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.

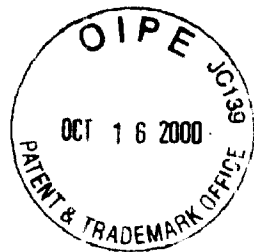
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II
Name of Person Signing

RS RII
Signature

October 16, 2000
Date

Total number of pages comprising cover sheet and document attachments: 12



Attached List
to Trademark Security Agreement
Recordation Sheet

Schedules to
Trademark Security Agreement
(National Diversified Sales, Inc.)



SCHEDULE I
Security Agreement
(National Diversified Sales, Inc.)

Item A. Trademarks

Registered Trademarks

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	United States	Dura-Channel	2,002,036	December 10, 1996 (Assigned to Grantor by Zurn Industries, Inc. on September 17, 1997. No Assignment filed with U.S. PTO. Zurn assigned a security interest in this registration and 38 other trademark registrations/applications to Bankers Trust Company on January 21, 1997).
2.	United States	G.P.8 PLUS	2,104,980	October 14, 1997 (Registrant/Owner is Bartron Corporation, which has been merged into Grantor)

Pending Trademark Applications

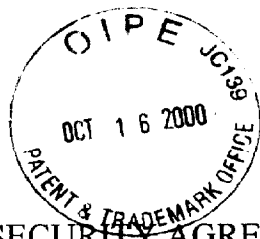
	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	United States	DFW	75/693757	April 29, 1999
2.	United States	Spee-D	75/784244	August 25, 1999

Trademark Applications in Preparation

NONE

Item B. Trademark Licenses

NONE



EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 22, 2000, is made between NATIONAL DIVERSIFIED SALES, INC., a California corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 22, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among NDS Acquisition Corp., as the Borrower, the Lenders, Heller, as the Syndication Agent, LaSalle, as the Documentation Agent and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 22, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each of the Secured Parties, and hereby grants to the Administrative Agent, for its

benefit and the ratable benefit of each of the Secured Parties, a continuing security interest in all of the following property of the Grantor, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those registered trademarks and applications for trademarks referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each material Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or breach or enforcement of any Trademark license.

Notwithstanding the foregoing, "Collateral" shall not include any Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party the right to terminate its obligations thereunder.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the Disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole

expense, deliver to the Grantor, without any representation, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL DIVERSIFIED SALES, INC.



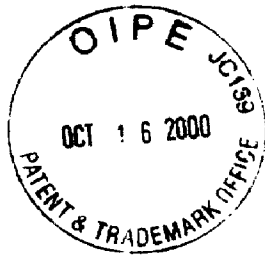
By: _____

A handwritten signature in cursive script, appearing to read "W.P. McKee Jr.", written over a horizontal line.

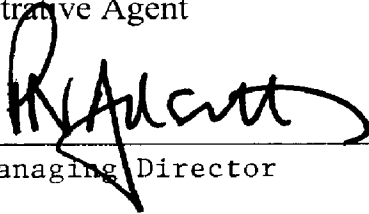
Name: William P McKee JR
Title: Vice President

16913023

TRADEMARK
REEL: 002180 FRAME: 0231



THE BANK OF NOVA SCOTIA,
as Administrative Agent

By 
Title: Managing Director

16913023



Schedules to
Trademark Security Agreement
(National Diversified Sales, Inc.)



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