

02-05-2001

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

JAN 29 2001



101604699

Department of Commerce  
Patent and Trademark Office  
TRADEMARK

1.29.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

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

#### Conveyance Type

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

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/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

02/02/2001 670R11 00000246 1379918

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

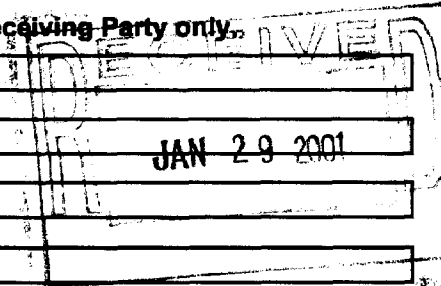
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent 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: 002229 FRAME: 0714

**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" value="1379918"/>	<input type="text" value="1850330"/>	<input type="text" value="2274010"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2277590"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

LORI POTTS

01/19/01

Name of Person Signing

Signature

Date Signed

## GRANT OF SECURITY INTEREST (TRADEMARKS)

TOPCOAT, INC., a Delaware corporation (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Collateral Agent (the "Collateral Agent"), and has entered into the Security Agreement as of December 22, 2000 (as the same may be amended, supplemented or otherwise modified, the "Security Agreement") with the Collateral Agent.

Pursuant to the Security Agreement, the Grantor granted to the Collateral Agent a security interest in all of the right, title and interest of the Grantor in and to (i) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule I, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (the "Trademarks"), and (ii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Collateral Agent, and grant to the Collateral Agent a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all Obligations (as such term is defined in the Security Agreement), the Collateral Agent will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Trademarks.

The Collateral Agent's address is: 100 Church Street, 14th Floor, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its duly authorized officer as of the 22nd day of December, 2000.

TOPCOAT, INC.

By: Susan B. Yass

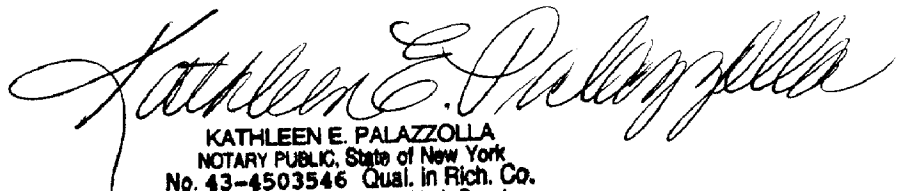
Name: Susan B. Yass

Title: Senior Vice President and Treasurer

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

On this 22 day of Dec, 200, before me personally came Susan Yoss, to me known, who, being by me duly sworn, did depose and say that she resides at 45 E. 58 ST. NY; that she is the SUPV of TOPCOAT, INC., the corporation described in and which executed the above instrument, and that she signed his name thereto by order of the board of directors thereof. her

Notary Public  
[Notary's Stamp]

  
KATHLEEN E. PALAZZOLLA  
NOTARY PUBLIC, State of New York  
No. 43-4503546 Qual. in Rich. Co.  
Certificate Filed in in New York County  
Commission Expires Jan. 31, 2002

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
Dated as of December 22, 2000

See the list attached hereto

Trademarks For Owner: TOPCOAT, INC.  
Date of Report: 15NO2000

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* .....							
Trademark -----							
KODIAK 01882 31AU2009 Attorney:JJW Mark: KODIAK ADHESIVES IN	USA	G	22AP1998	75/472284	31AU1999	2274010	31AU2009
			Client/Division:	Agent: PO	Class & Type: IN 19 Goods:ROOFING MATERIALS, NAMELY, SEA LANTS AND		
KODIAK design 01883 14SE2009 Attorney:JJW Mark: KODIAK design ADHESIVES IN	USA	G	22AP1998	75/472285	14SE1999	2277590	14SE2009
			Client/Division:	Agent: PO	Class & Type: IN 19 Goods:ROOFING MATERIALS, NAMELY, SEA LANTS AND		
MAJORSEAL 01844 16AU2004 Attorney:JJW Mark: MAJORSEAL CLASS 17	USA	G	29JA1993	74/353757	16AU1994	1850330	16AU2004
			Client/Division:	Agent: PO	Class & Type: IN 12 Goods:SYNTHETIC RUBBER BASED ROOFING SEALANT, IN		
MAJORSEAL 01849 19MY2004 Attorney:JJW Mark: MAJORSEAL	MEXI	I G	19MY1994	199415	08AU1994	468908	19MY2004
			Client/Division:	Agent:	Class & Type: NA 1 Goods:		
TOPCOAT 01843 28JA2006 Attorney:JJW Mark: TOPCOAT	USA	G	17JA1983	73/410762	28JA1986	1379918	28JA2006
			Client/Division:	Agent: PO	Class & Type: IN 16 Goods:LIQUID ROOF SEALANT, IN CLASS 2		
TOPCOAT 01845 22JL2006 Attorney:JJW Mark: TOPCOAT	ARGE	E G	07NO1995	2010015	22JL1996	1638557	22JL2006
			Client/Division:	Agent:	Class & Type: NA 1 Goods:LIQUID ROOF SEALANT		
TOPCOAT 01846 30NO2005 Attorney:JJW Mark: TOPCOAT	BENE	E G	30NO1995		30NO1995	589954	30NO2005
			Client/Division:	Agent:	Class & Type: Goods:		

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Trademarks For Owner: TOPCOAT, INC.  
Date of Report: 15NO2000  
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Trademark  
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TOPCOAT  
01850 MEXI I G 24DE1991 130008 23DE1991 422155 23DE2001  
23DE2001  
Attorney:JJW Client/Division: Agent: Class & Type: NA 2  
Mark: TOPCOAT Goods:PAINTS, VARNISHES, LACQUERS; P RESERVATIVES  
AGAINST RUST  
  
TOPCOAT  
01851 CTM G 12NO1996 EM407163 19JL1999 407189 19JL2009  
19JL2009  
Attorney:JJW Client/Division: Agent: Class & Type: NA 17  
Mark: TOPCOAT Goods:LIQUID SEALANT  
  
TOPCOAT design  
01847 BRAZ Z G 16MR1999 819389994 16MR2009  
16MR2009  
Attorney:JJW Client/Division: Agent: Class & Type: NA17.20  
Mark: TOPCOAT design Goods:LIQUID ROOFING SEALANTS  
  
TOPCOAT design  
01852 CTM F 12NO1996 EM407189  
Attorney:JJW Client/Division: Agent: Class & Type: NA 17  
Mark: TOPCOAT design Goods:LIQUID SEALANT