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U.S. Patent & TMOs/TM Mail Rpt. Ct. #40

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

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TRADEMARKS ONLY**

2.1501

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other SUPPLEMENTAL TO TRADEMARK SECURITY AGREEM

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CONTECH CONSTRUCTION PRODUCTS, INC

1-22-01

Formerly _____

2406034

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization OHIO

Receiving Party

Mark if additional names of receiving parties attached

Name MELLON BANK, N.A.

DBA/AKATA _____

Composed of _____

Address (line 1) 1735 MARKET STREET

Address (line 2) 6TH FLOOR

Address (line 3) PHILADELPHIA

PA

State/Country

19103

Zip Code

- 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 _____

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03/02/2001 AARMED: 00000062 2406034

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40.00 DP
25.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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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="2,406,034"/>	<input type="text" value="2,415,852"/>	<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"/>	<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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

Signature

2-7-01

Date Signed

EXHIBIT 1
Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated JANUARY 22, 2001, is entered into by Contech Construction Products Inc., an Ohio corporation ("Pledgor"), with an address of 1001 Grove Street, Middletown, Ohio 45044, and delivered to Mellon Bank, N.A., as Agent ("Agent"), with an address of 1735 Market Street, 6th Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, dated February 19, 1997, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), and Mellon Bank, N.A., as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"), and that certain Trademark Security Agreement, dated March 31, 2000, by and between Pledgor and Agent on behalf of Lenders and Issuing Bank, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

D. Pledgor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and

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interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of 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. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

Contech Construction Products Inc.

By: J. H. Hoyle
Name: J. H. HOYLE
Title: SR. VICE PRESIDENT, FINANCE

Attest: William R. Kinsey
Name: WILLIAM R. KINSEY
Title: RISK MANAGEMENT CONSULTANT

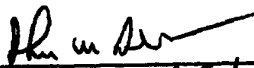
[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Approved and accepted:

Mellon Bank, N.A., as Agent
on behalf of Lenders and Issuing Bank


By: 
Name: John M. DeMedge
Title: Vice President

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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF OHIO : SS
COUNTY OF BUTLER :

On this 22nd day of JANUARY, 2001, before me personally appeared JAMES H. MOYLE, who being duly sworn, deposes and says that he/~~she~~ is the SENIOR VP-FINANCE of ONTECH CONST. PROD., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.


Notary Public

RITA KING
My commission expires **Notary Public, State of Ohio**
My Commission Expires July 24, 2004

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**SCHEDULE A-1
Trademarks**

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country
QUICK STAB (METAL PIPE)	2,406,034	11/21/2000	USA
STAB-JOINT (METAL PIPE)	2,415,852	12/26/2000	USA

RECORDED: 02/15/2001

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