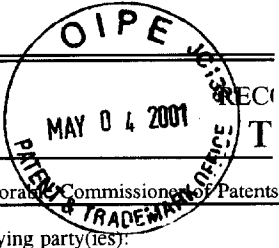


05-10-2001

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Form PTO-1594

(Rev 6-93)



101712279

U.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):
ELDORADO STONE OPERATIONS LLC

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

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

3. Nature of conveyance: 5-4-01

Assignment Merger
* Security Agreement Change of Name
 Other _____

Execution Date: February 20, 2001

2. Name and address of receiving party(ies):
Name: CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent

Internal Address: _____

Street Address: Commerce Court West

City: Toronto State: _____ ZIP: M5L 1A2
Country: Canada

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): 73/259,769 74/496,938 78/033,842

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: 3

7. Total fee (37 CFR 3.41): \$ 90.00

* Enclosed (Check No.19201)
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

05/09/2001 DRYNE 00000292 73259769

01 FC:481
02 FC:482

40.00 OP
50.00 OP

DO NOT USE THIS SPACE

905

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 [Signature] May 4, 2001
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 8

Annex A
to Schedule IV
Eldorado Stone Operations LLC

U.S. Marks:

Eldorado Stone Operations LLC	ELDORADO (19)	n/a	GRD CRD		04/28/80 USE	73/259,769	09/22/81	1.182.120 12/15/81	Accep 04/05/
Eldorado Stone Operations LLC	HYAKWALL (19)	n/a	GRD CRD	C0981 M23050	03/04/94	74/496,938	12/26/95	2,035,928 02/04/97	02/04/ 02/04/
Eldorado Stone Operations, LLC	ELDORADO STONE (& DESIGN) (19)	n/a	GRD CRD		11/03/00 USE	78/033,842			

Foreign Marks:

Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	n/a	Canada (Fetherstone)	n/a	n/a	409,797 4/20/1977			TMA2 71 10/19/1
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	n/a	Canada (Gowling)	GRD/ GRD	c06249 m22099	1,080,647 10/27/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19,35	CTM (Gevers)	GRD/ GRD	c06249 m22099	1,898,162 10/13/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Mexico (De la Sierra)	GRD/ GRD	c06249 m22099	457,093 11/8/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Russia (Tria Robit)	GRD/ GRD	c06249 m22099	726,174/00 10/16/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Bahrain (UPTA)	GRD/ GRD	c06249 m22099				
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Oman (TMP Agent)	GRD/ GRD	c06249 m22099				
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Malaysia (Kandiah)	GRD/ GRD	c06249 m22099	12380/2000 12/18/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Philippines (Ortega)	GRD/ GRD	c06249 m22099				
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Korea (Y.S. Chang)	GRD/ GRD	c06249 m22099	48,379/00 10/16/00			
Eldorado Stone Operations, LLC	ELDORADO STONE OF EXCELLENCE AND DESIGN	19	Egypt	GRD/ GRD	c06249 m22099				



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 20, 2001, is made between Eldorado Stone Operations LLC, a Delaware limited liability company (the "Grantor"), and Canadian Imperial Bank of Commerce, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of February 20, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Eldorado Stone Acquisition Finance Co. LLC, a Delaware limited liability company ("Holdings"), Eldorado Stone Corporation, a Washington corporation, Northwest Stone & Brick, Inc., a Washington corporation, each of the Subsidiaries of Holdings (individually, a "Subsidiary Guarantor" and collectively the "Subsidiary Guarantors" and together with Holdings, the "Obligors"), each of the lenders that is a signatory to the Credit Agreement or which becomes a party thereto pursuant to Section 12.06(b) thereof (each a "Lender" and, collectively, the "Lenders") and the Administrative Agent for the Lenders, the Lenders have extended Commitments to make Loans to the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of February 20, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition to the making of the Loans under the Credit 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 Secured Obligations;

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

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefit from the Loans made from time to time to the Company by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Company pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender, 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 and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, 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 foreign country, including those referred to in Item A of Schedule IV attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule IV attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) 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 Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule IV attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security and Pledge 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 Lender under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the

Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, and the termination of all Commitments, the Administrative Agent shall, at the Company's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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 and Pledge 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. Basic Document, etc. This Agreement is a Basic 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.

ELDORADO STONE OPERATIONS LLC

By Joseph L. May
Name: JOSEPH L. MAY
Title: CHAIRMAN

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By _____
Name:
Title:

- 3 -

Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, and the termination of all Commitments, the Administrative Agent shall, at the Company's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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 and Pledge 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. Basic Document, etc. This Agreement is a Basic 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.

ELDORADO STONE OPERATIONS LLC

By _____

Name:

Title:

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By Dan Balestreri

Name:

Title:

- 3 -

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>
United States	Eldorado Stone

Eldorado Stone is a trademark owned by Eldorado Stone Operations LLC

Please see attached Annex A for a list of U.S. and Foreign Marks of Eldorado Stone Operations LLC and Annex B for a summary of the status of applications for trademarks worldwide.

Annex B
to Schedule IV
Eldorado Stone Operations LLC

CURRENT STATUS

ELDORADO STONE AND DESIGN

(As of December 27, 2000)

- U.S.** Filed on November 3, 2000, and assigned Serial No. 78/033,842.
Awaiting the examination.
- Canada:** Filed on October 27, 2000, and assigned Application No.1,080,647.
Awaiting the examination.
- CTM:** Filed on October 13, 2000, and assigned Application No.1,898,162.
Awaiting the examination.
- Mexico:** Filed on November 8, 2000, and assigned Application No. 457,093.
Awaiting the examination.
- Russia:** Filed on October 16, 2000, and assigned Application No 726,174/2000.
Awaiting the examination.
- Korea:** Filed on October 16, 2000, and assigned Application No. 48379/2000.
Awaiting the examination.
- Malaysia:** Filed on December 18, 2000, and assigned Application No. 18,280/2000.
Awaiting the examination.
- Philippines:** Foreign counsel is proceeding, but has not yet received filing confirmation yet.
- Bahrain:** Foreign counsel is holding the application pending receipt of a certified of Articles of Incorporation duly legalized by the Consulate General of Bahrain in New York.
- Oman:** Foreign counsel is proceeding and filing information will be sent to us shortly.