

08-29-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

101826929

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

1. Name of conveying party(ies):

Henry Company

8-23-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - California
- Other

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

3. Nature of conveyance:

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

Execution Date: 08/23/01

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal

Address:

Street Address: 15260 Ventura Blvd., Suite 400

City: Sherman Oaks State: CA Zip: 91403

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- Other

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Josh S. Ridout, Esq.

Internal Address:

Street Address: Paul, Hastings

555 S. Flower Street, 23rd Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(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

Josh S. Ridout

Name of Person Signing

Signature

8/23/01

Date

Total number of pages including cover sheet, attachments, and document: 42

08/29/2001 DBYRNE 00000025 78246329

01 FC:481
02 FC:482

Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002357 FRAME: 0377

Supplemental Page to Recordation Form Cover Sheet – Trademarks Only

Name of Trademark	Trademark Application No.(s)
PERMAX	76-246329
HENRY...BECAUSE YOU ONLY WANT TO DO IT ONCE	76-237120
BECAUSE YOU ONLY WANT TO DO IT ONCE	76-237176
FLASHMASTER PLUS	76-230286
PETROFLEX	76-677549
SYNKO-MASTIC	75-619393
FLASHMASTER	75-578506
SILVER BRIGHT	75-459913
HYDRO-FLEX WATERSTOP	75-439820

Name of Trademark	Trademark Registration No.(s)
THE HENRY ROOF WIZARD	2414932
GEO (and Design)	2270356
SYNKO FLEX (and Design)	2377937
SYNKO FLEX	2377938
PONDPATCH	2409553
STAY BRIGHT	2293240
BUT'YL-NEK	2209696
APPATCH	2306672
POLYMULSION	2152232
QUICKDRY	2151518
PBA	2279654
FLASHMASTIC	2050456
THE HENRY WINE GROUP	1689664

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), dated as of August 23, 2001, is executed by Henry Company, a California corporation ("Henry"), Kimberton Enterprises, Inc., a Delaware corporation ("Kimberton") (Henry, together with Kimberton, are referred to hereinafter each individually as a "Borrower" and collectively, jointly and severally, as "Borrowers"), in favor of Fleet Capital Corporation ("Agent"), for itself and as agent for certain lenders (the "Lenders"). Capitalized terms used in this Security Agreement shall have the meanings assigned to them in the Financing Agreement (as such term is defined below).

RECITALS

A. Borrowers and Bank of America, N.A., as successor-in-interest to Nationsbank, N.A. (the "Original Lender") are party to that certain Amended and Restated Financing and Security Agreement dated as of April 22, 1998 (the "New Bank Credit Facility").

B. Borrowers and the Original Lender have agreed to restructure the New Bank Credit Facility.

C. In connection with the restructure of the New Bank Credit Facility the Original Lender has assigned all of its right, title and interest in and to the New Bank Credit Facility to Lenders.

D. Pursuant to that certain Second Amended and Restated Financing and Security Agreement dated as of the date hereof ("Financing Agreement") among Borrowers, Lenders and Agent, Agent and Lenders have agreed to continue to extend certain credit facilities to Borrowers upon the terms and subject to the conditions set forth therein.

E. To effectuate the restructure the parties desire to amend and restate the that certain Collateral Assignment of Trademarks as Security dated as of December 31, 1996 in favor of Original Lender in connection with the New Bank Credit Facility, in its entirety on the terms and conditions set forth herein

F. Agent's and Lenders' obligations to extend the credit facilities to Borrowers under the Financing Agreement is subject, among other conditions, to receipt by Agent of this Security Agreement duly executed by Borrowers.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrowers hereby agree with Agent as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

“Code” the Uniform Commercial Code as adopted and in force in the State of California, as from time to time in effect.

“Collateral” shall have the meaning given to that term in Paragraph 2 hereof.

“Copyright Office” shall mean the United States Copyright Office or any successor office or agency thereto.

“Copyrights” shall have the meaning given to that term in Attachment I hereto.

“Obligations” shall have the meaning given such term in the Financing Agreement.

“Patent and Trademark Office” shall mean the United States Patent and Trademark Office or any successor office or agency thereto.

“Patent Applications” means and refers to all applications made by, or on behalf of, Borrowers to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

“Patent Registrations” means and refers to all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

“Patents” shall have the meaning given to that term in Attachment I hereto.

“Trade Secrets” shall have the meaning given to that term in Attachment I hereto.

“Trademarks” shall have the meaning given to that term in Attachment I hereto.

Unless otherwise defined herein, all other capitalized terms used herein and all terms defined in the Code shall have the respective meanings given to those terms in the Code.

2. Grant of Security Interest.

(a) As security for the Obligations, Borrowers hereby pledge and grant to Agent, for themselves and for the ratable benefit of Lenders, a security interest in all right, title and interest of Borrowers in and to the property described in Attachment I annexed hereto (collectively and severally, the "Collateral"), which Attachment I is incorporated herein by this reference.

(b) Any assignment, transfer and conveyance of any Trademark to any Person pursuant to the exercise of its rights hereunder following the occurrence of an Event of Default shall be deemed to have occurred with a contemporaneous assignment, transfer and conveyance to Agent of the goodwill, business and/or means of production, associated with the goods produced or sold or the services rendered in connection with such Trademark.

3. Representations and Warranties. Borrowers represent and warrant to Agent and Lenders that:

(a) Borrowers are the owner of the Collateral, respectively, (or, in the case of after-acquired Collateral, at the time a Borrower acquires rights in the Collateral, will be the owner thereof) (in the case of Collateral consisting of licensed rights, Borrowers are the owner of such license thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time a Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral (provided that, in the case of Collateral consisting of a non-exclusive license by a Borrower, Agent and Lenders acknowledge that the licensor retains ownership and the right to license to others);

(b) Agent has (or in the case of after-acquired Collateral, at the time a Borrower acquires rights therein, will have) a first priority perfected security interest in the Collateral;

(c) Borrowers have full power and authority to make the conditional assignment and to grant the security interest herein granted;

(d) Borrowers do not own any Patents, Trademarks or Copyrights or registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Schedules A and B to Attachment I hereto;

(e) Except as otherwise stated on Attachment I, Henry has:

(i) the sole, full and unencumbered right, title and interest in and to each of the Patents shown on Schedule A-1 and A-2 to Attachment I, and the Patent Registrations thereof are valid and enforceable and in full force and effect;

(ii) the sole, full and unencumbered right, title and interest in and to the Trademarks shown on Schedules A-3 and A-4 to Attachment I for the goods and services covered by the registrations thereof and such registrations are valid and enforceable and in full force and effect;

(iii) the sole, full and unencumbered right, title and interest in and to each of the Copyrights shown on Schedules A-5 and A-6 to Attachment I, and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect;

(f) Except as otherwise stated on Attachment I, Kimberton has:

(i) the sole, full and unencumbered right, title and interest in and to each of the Patents shown on Schedule B-1 and B-2 to Attachment I, and the Patent Registrations thereof are valid and enforceable and in full force and effect;

(ii) the sole, full and unencumbered right, title and interest in and to the Trademarks shown on Schedule B-3 and B-4 to Attachment I for the goods and services covered by the registrations thereof and such registrations are valid and enforceable and in full force and effect;

(iii) the sole, full and unencumbered right, title and interest in and to each of the Copyrights shown on Schedule B-5 and B-6 to Attachment I, and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect;

(g) There is no claim by any third party that any Patents, Trademarks, or Copyrights are invalid or unenforceable or do or may violate the rights of any Person;

(h) All licenses of Patents, Trademarks or Copyrights and Trade Secrets which Borrowers have granted to any Person are set forth in Schedule C to Attachment I hereto;

(i) All licenses of Patents, Trademarks, Copyrights and Trade Secrets which any Person has granted to Borrowers are set forth in Schedule D to Attachment I hereto (excluding any of Borrower's license rights in Software);

(j) Borrowers have obtained (as of the Closing Date or within 30 days thereafter) from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment) an assignment to Borrowers of all rights to such inventions, including Patents; and

(k) Each Borrower has taken all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets.

4. Covenants of Borrowers. Each Borrower hereby agrees:

(a) Each Borrower will perform all acts and execute all documents, including notices of security interest for each relevant type of Collateral in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, that may be necessary or desirable to record, maintain, preserve, protect and perfect Agent's interest in the Collateral, the Lien granted to Agent in the Collateral and the first priority of such Lien;

(b) Except to the extent that Agent shall give its prior written consent,

(i) Each Borrower (either itself or through licensees) will continue to use its Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain its Trademarks in full force and effect free from any claim of abandonment for nonuse, and Borrowers will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(ii) Borrowers will not do any act or omit to do any act whereby the Patent Registrations may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Agent immediately if it knows of any reason or has reason to know that any Patent Registration may become abandoned or dedicated;

(iii) Borrowers will not do any act or omit to do any act whereby the Copyrights may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Agent immediately if it knows of any reason or has reason to know that any Copyright may become abandoned or dedicated; and

(iv) Borrowers will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Security Agreement shall be deemed a consent by Agent to any such action except as expressly permitted herein;

(c) Borrower will promptly pay Agent for any and all sums, costs, and expenses which Agent may pay or incur pursuant to the provisions of this Security Agreement or in enforcing the Obligations, the Collateral or the security interest and assignments granted hereunder, including all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees and expenses, all of which together with interest at the highest rate then payable on the Obligations shall be part of the Obligations and be payable on demand;

(d) Each Borrower either through itself or through any agent, employee, licensee or designee will promptly notify Agent upon the filing of (i) an application for the registration of any Patent, Trademark or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any Patent or Trademark, which such Borrower may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any Copyright, which such Borrower may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of Agent, each Borrower shall execute and deliver any and all assignments, agreements, instruments, documents and papers as Agent may request to evidence Agent's interest in such Patent, Trademark (and the goodwill and general intangibles of such Borrower relating thereto or represented thereby) or Copyright, and each Borrower authorizes Agent to amend an original counterpart of the applicable notice of security interest executed pursuant to Subparagraph 4(a) of this Security Agreement without first obtaining such Borrower's approval of or signature to such amendment and to record such assignment with the Patent and Trademark Office or Copyright Office, as applicable;

(e) Each Borrower will keep the Collateral free of all Liens, except in favor of Agent;

(f) Each Borrower will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks or Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder);

(g) Each Borrower shall (i) make application to the Patent and Trademark Office (and assign such application to Agent as security) to register any material unpatented but patentable inventions developed by such Borrower or its employees (within the scope of their employment), unless such Borrower, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret; (ii) make application to the Patent and Trademark Office to register any registerable but unregistered material Trademarks used by such Borrower in connection with its products or services; and (iii) make application to the Copyright Office to register any material unregistered Copyright to which such Borrower has rights;

(h) Each Borrower shall (i) use proper statutory notice in connection with its use of the Patents, Trademarks or Copyrights, (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in

connection with the Trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets;

(i) Each Borrower agrees that if it or any Affiliate, learns of any use by any Person of any term or design likely to cause confusion with any Trademark, such Borrower shall promptly notify Agent of such use and of all steps taken and to be taken to remedy any infringement of any Trademark;

(j) Each Borrower shall maintain (as of the Closing Date or within 30 days thereafter) with each employee of such Borrower who may have access to the Trade Secrets of such Borrower an agreement by which such employee agrees not to disclose such Trade Secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to such Borrower and further requiring such employee to cooperate fully with such Borrower, its successors in interest, including Agent, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with such Borrower or after the termination of such employment;

(k) Each Borrower shall at all times keep at least one complete set of its records concerning the Collateral at its chief executive office and shall make such records available for inspection by Agent in accordance with the terms of the Financing Agreement.

5. Authorized Action by Agent.

(a) While an Event of Default exists and is continuing, Agent may, in its reasonable discretion, pay any amount or do any act required of Borrowers hereunder or requested by Agent to preserve, defend, protect, maintain, record or enforce each Borrower's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted Agent by this Security Agreement, and which such Borrower fails to do or pay, and any such payment shall be deemed an advance by Agent to such Borrower and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

(b) Each Borrower agrees to execute and deliver to Agent three originals of a Special Power of Attorney in substantially the form of Attachment II to this Security Agreement for the implementation of the recording, giving of notice, preservation, assignment, sale or other disposal of the Collateral pursuant to Subparagraphs 2(a), 2(b), 5(a) and 7(a).

6. Litigation and Other Proceedings.

(a) Each Borrower shall have the right and obligation to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the Collateral. If an Event of Default exists and is continuing, no such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Agent, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Agent shall have the right but not the obligation to bring suit or institute proceedings in the name of any Borrower or Agent to enforce any rights in the Collateral, including any license thereunder, in which event such Borrower shall at the request of Agent do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. If Agent elects not to bring suit to enforce any right under the Collateral, including any license thereunder, such Borrower agrees to use all reasonable measures, whether by suit, proceeding or other action, to prevent the infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

7. Default and Remedies.

(a) The occurrence of one or more of the following events shall constitute an "Event of Default" hereunder:

(i) Any "Event of Default" (as defined in the Financing Agreement) shall occur; or

(ii) Any Borrower shall fail or neglect to perform, keep or observe any covenant contained in this Security Agreement; or

(iii) Any representation, warranty or other statement furnished to Agent or Lenders by or on behalf of any Borrower in this Security Agreement proves to have been false or misleading in any material respect when made, furnished or remade pursuant to Section 7.3 of the Financing Agreement.

(b) Upon the occurrence and during the continuation of any such Event of Default, Agent may, at its option, and (except if otherwise specified below) without notice to or demand on Borrower, and in addition to all rights and remedies available to Agent under the Financing Agreement or the other Loan Documents, do any one or more of the following:

(i) upon ten (10) days' prior written notice to Borrowers, direct Borrowers not to make any further use of the Patents, the Trademarks (or any mark similar thereto) or the Copyrights (or any work deriving therefrom) for any purpose;

(ii) at any time and from time to time, upon ten (10) days' prior written notice to Borrowers, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine;

(iii) at any time and from time to time, enforce (and upon written notice to Borrowers have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Borrowers in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof;

(iv) at any time and from time to time, upon ten (10) days' prior written notice to Borrowers, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which Agent shall, in its sole discretion, deem appropriate or proper; and

(v) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (a)(iv) hereof, Agent may, at any time, pursuant to the authority granted in the Power of Attorney executed pursuant to Subparagraph 5(b) hereof, execute and deliver on behalf of Borrowers, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) Each Borrower agrees to pay when due all reasonable costs incurred in any such transfer of the Patents, Trademarks or Copyrights, including any taxes, fees and reasonable attorneys' fees and expenses, and all such costs shall be added to the Obligations. Agent may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Agent, and then to the Obligations, in such order as to principal or interest as Agent may desire; and each Borrower shall remain liable and will pay Agent on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring Agent to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, each Borrower shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with which the Trademarks, Patents or Copyrights are used, and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of products or the provisions of services, to Agent or its designee.

8. Indemnification and Release.

(a) Borrowers assume all responsibility and liability arising from the use of the Patents, Trademarks or Copyrights, and Borrowers hereby indemnify and holds Agent and Lender and their respective directors, officers, employees, agents and any of their respective Affiliates ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret or copyright of a third party or alleged defect in any product manufactured, promoted or sold by Borrowers (or any Affiliate of any Borrower) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale or advertisement of any product or service by Borrowers (or any Affiliate of any Borrower). Borrowers agree that none of Agent or Lenders assume, nor shall Agent have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Borrowers, and Borrowers hereby agree to indemnify and hold each Indemnatee harmless with respect to any and all claims by any Person relating thereto.

(b) Borrowers agree to indemnify and hold each Indemnatee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with (i) any claim, suit or proceeding instituted by or against any Borrower, (ii) any action taken or omitted to be taken by Agent pursuant to Subparagraph 6(b), or (iii) any action taken or omitted to be taken by Agent pursuant to clause 7(a)(iii) hereof with respect to any license agreement of any Borrower; provided, however, that Borrowers shall not be required to indemnify any Indemnatee to the extent such liability arises from the willful misconduct or gross negligence of such Indemnatee.

(c) Borrowers hereby release each Indemnatee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnitees, or any of them, under the powers of attorney granted under the Special Power of Attorney executed pursuant to Subparagraph 5(b) herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees.

(d) Each Borrower agrees to cause Agent, for itself and for the ratable benefit of Lenders, to be named as an additional insured with respect to any policy of insurance held by such Borrower from time to time covering product liability or intellectual property infringement risk.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Borrowers or Agent under this Security Agreement shall be made and deemed received in accordance with Section 12.10 of the Financing Agreement.

(b) Nonwaiver. No failure or delay on Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. Except with respect to action by the Agent pursuant to Subparagraph 4(d), this Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Borrowers and Agent as required by the Financing Agreement. Each waiver or consent under any provision hereof shall be effective only in the specific instances and for the purpose for which given.

(d) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Agent and Borrowers and their respective successors and assigns; provided, however, that Borrowers and Agent may sell, assign and delegate their respective rights and obligations hereunder only as permitted by the Financing Agreement.

(e) Cumulative Rights, etc. The rights, powers and remedies of Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to Agent by virtue of any applicable law, rule or regulation of any governmental authority, the Financing Agreement, any other Loan Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Agent's rights hereunder. Borrowers waive any right to require Agent to proceed against any Person or to exhaust any Collateral or to pursue any remedy in Agent's power.

(f) Payments Free of Taxes, Etc. All payments made by Borrowers under this Security Agreement shall be made by Borrower free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Borrower shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Agent, Borrowers shall furnish evidence satisfactory to Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(g) Partial Invalidity. If any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, **neither** the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(h) **GOVERNING LAW; CONSENT TO FORUM**. THIS SECURITY AGREEMENT HAS BEEN NEGOTIATED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN LOS ANGELES, CALIFORNIA. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA; PROVIDED,


HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN CALIFORNIA, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF AGENT'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF AGENT'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF CALIFORNIA. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF ANY BORROWER, AGENT OR ANY LENDER, EACH BORROWER HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF LOS ANGELES COUNTY, CALIFORNIA, OR, AT AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY BORROWER ON THE ONE HAND AND AGENT OR ANY LENDER ON THE OTHER HAND PERTAINING TO THIS SECURITY AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT. EACH BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH BORROWER HEREBY WAIVES ANY OBJECTION WHICH BORROWER MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH BORROWER AT THE ADDRESS SET FORTH IN THIS SECURITY AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH BORROWER'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS SECURITY AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

(i) **WAIVERS BY BORROWERS.** EACH BORROWER WAIVES (i) THE RIGHT TO TRIAL BY JURY (WHICH AGENT AND EACH LENDER HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT OR THE COLLATERAL; (ii) PRESENTMENT, DEMAND AND PROTEST AND NOTICE OF PRESENTMENT, PROTEST, DEFAULT, NON PAYMENT, MATURITY, RELEASE, COMPROMISE, SETTLEMENT, EXTENSION OR RENEWAL OF ANY OR ALL

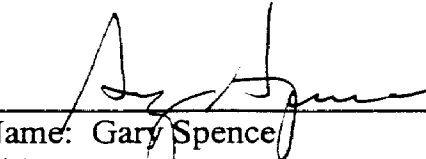
COMMERCIAL PAPER, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, INSTRUMENTS, CHATTEL PAPER AND GUARANTIES AT ANY TIME HELD BY AGENT OR ANY LENDER ON WHICH SUCH BORROWER MAY IN ANY WAY BE LIABLE AND HEREBY RATIFIES AND CONFIRMS WHATEVER AGENT OR ANY LENDER MAY DO IN THIS REGARD; (iii) NOTICE PRIOR TO AGENT'S TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING AGENT TO EXERCISE ANY OF AGENT'S REMEDIES; (iv) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; AND (v) NOTICE OF ACCEPTANCE HEREOF. EACH BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO AGENT'S AND EACH LENDER'S ENTERING INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT AGENT AND EACH LENDER IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH SUCH BORROWER. EACH BORROWER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, Borrowers have caused this Security Agreement to be executed as of the day and year first above written.

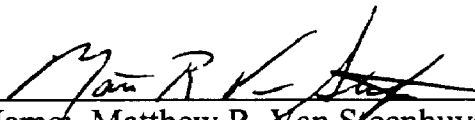
HENRY COMPANY

By: 
Name: Jeffrey A. Wahba
Title: Chief Financial Officer

KIMBERTON ENTERPRISES, INC.

By: 
Name: Gary Spence
Title: Vice President and Assistant Treasurer

FLEET CAPITAL CORPORATION, as Agent

By: 
Name: Matthew R. Van Steenhuyse
Title: Senior Vice President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles

On August 22 2001, before me, Heidi Adams Notary Public
(Name and Title of Officer)

personally appeared Gary Spence

personally known to me
-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Heidi Adams
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____
- Limited
- General

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On August 22 2001, before me, Heidi Adams, Notary Public
(Name and Title of Officer)

personally appeared Jeffrey A. Wahba

personally known to me

-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Heidi Adams
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Partner(s) Limited General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles

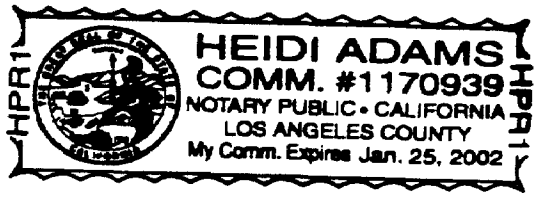
On August 22, 2001, before me, Heidi Adams, Notary Public
(Name and Title of Officer)

personally appeared Matthew R. Van Steenhuyse

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Heidi Adams
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

Signer is representing:
Name Of Person(s) Or Entity(ies)

ATTACHMENT I
TO SECURITY AGREEMENT

(a) All patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Borrowers, including those described in Schedules A-1, A-2, B-1 and B-2 to this Attachment I annexed hereto, which schedules are incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(b) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Borrowers, including those described in Schedules A-3, A-4, B-3 and B-4 to this Attachment I, which schedules are incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(c) All copyrights including (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Borrowers, including those described on Schedules A-5, A-6, B-5 and B-6 to this Attachment I annexed hereto, which schedules are incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights")

(b) All goodwill of Borrowers' businesses symbolized by the Trademarks and all customer lists and other records of Borrowers relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(c) All information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its

disclosure or use, all whether now owned or hereafter acquired by the Borrowers (collectively, the "Trade Secrets").

(f) All claims by Borrowers against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets;

(g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On _____, 200____, before me, _____
 (Name and Title of Officer)

personally appeared _____

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title Or Type Of Document

 Number Of Pages

 Date Of Document

 Signer(s) Other Than Named Above

ATTACHMENT II TO SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL PERSONS BY THESE PRESENTS, THAT

_____ ("Borrower"), pursuant to an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement"), between Borrower and Agent (as hereinafter defined) hereby appoints and constitutes Fleet Capital Corporation, for itself and as agent for the Lenders ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower following an Event of Default under the Security Agreement:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Borrower in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Borrower in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Borrower in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

4. For the purpose of evidencing and perfecting the Agent's interest in any patent, trademark or copyright not previously assigned to Agent as security, or in any patent, trademark or copyright which Borrower may acquire from a third party, and for the purpose of

the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

5. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Subparagraphs 2(a), 2(b), 5(a) and 7(a) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Security Agreement.

Dated: August 23, 2001

By: _____
[], _____

SCHEDULE A-1

PATENTS

Name

U.S. Patent No.

Date Issued

None.

SCHEDULE A-2

PATENT APPLICATIONS

Name

U.S. Patent
Application No.

Date Applied

None.

SCHEDULE A-3TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
THE HENRY ROOF WIZARD	75-405859	12/15/1997
GEO (and Design)	75-403119	12/9/1997
SYNKO FLEX (and Design)	75-399079	12/2/1997
SYNKO FLEX	75-399080	12/2/1997
PONDPATCH	75-321185	7/8/1997
STAY BRIGHT	75-317989	7/1/1997
BUTYL-NEK	75-268933	4/3/1997
APPATCH	75-259829	3/19/1997
POLYMULSION	75-258964	3/17/1997
QUIKDRY	75-159507	9/3/1996
PBA	75-133031	7/12/1996
ARMA-SEAL	75-042495	1/16/1996
FLASHMASTIC	75-027355	11/30/1995
DURASEAL	75-011990	10/30/1995
POLYSEAL	74-6741408	5/3/1995
SPECSEAL	74-671493	5/3/1995
SEALALL	74-671494	5/3/1995

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
CAL SEAL	74-671500	5/3/1995
RAM-WRAP	74-574768	9/16/1994
MONOLITHIC	74-564973	8/24/1994
TOP CHOICE	74-558466	7/23/1996
VALUEKOTE	74-559020	8/9/1994
MUFFLEKOTE	74-526961	5/12/1994
SHAKEGUARD	74-499893	3/8/1994
GREENGUARD	74-499895	3/8/1994
ELASTOMASTIC	74-453039	11/1/1993
COLD PRO	74-453041	11/1/1993
REDY COAT	74-321889	10/8/1992
RAIN PATCH	74-321888	10/8/1992
Design Only	74-0307641	8/6/1992
PERMAX	74-282297	6/8/1992
COLD AP	74-229994	12/13/1991
WET PATCH	74-229995	12/13/1991
ELASTOCAULK	74-229116	12/11/1991
ELASTOBLACK	74-229272	12/11/1991
220 (Words Only)	74-229279	12/11/1991
107 (Words Only)	74-229281	12/11/1991

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
203 (Words Only)	74-229282	12/11/1991
280 (Words Only)	74-229283	12/11/1991
ELASTOTAPE	74-229301	12/11/1991
204 (Words Only)	74-228262	12/9/1991
208 (Words Only)	74-228263	12/9/1991
#1 CHOICE OF PROFESSIONALS	74-228614	12/9/1991
ELASTOMULSION	74-194885	8/15/1991
INSULBOND	74-194886	8/15/1991
THE HENRY WINE GROUP	74-055826	5/4/1990
TREECURE	74-014479	12/27/1989
ROOFER'S CHOICE	73-831787	10/16/1989
SOLAR-FLEX	73-829172	10/3/1989
HENRY	73-630239	11/13/1986
CAN-DO GUIDE	73-582829	2/14/1986
ALUMI TOP	73-579506	1/27/1986
MARVIN	73-486696	6/25/1984
MAXI-GARD	73-479614	5/9/1994
RUFTAC	73-390639	9/27/1982
KOAMING-AIDE (and Design)	73-273357	8/8/1980
KOAMING-AIDE	73-273379	8/8/1980

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
MARITAPE	73-115151	2/9/1977
RUB'R-NEK	73-113169	1/21/1977
STAY BLACK	73-071622	12/12/1975
SYNKO-FLEX	72-436079	9/15/1972
SYNKO-FLEX (and Design)	72-436080	9/15/1972
Design Only	72-434551	9/1/1972
KTS	72-229459	10/6/1965
RAM-NEK	72-084253	10/29/1959

CALIFORNIA TRADEMARKS

<u>Name</u>	<u>Serial No.</u>	<u>Date Applied</u>
TREECURE	CA033879	3/14/1990

SCHEDULE A-4

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
PERMAX	76-246329	4/24/2001
HENRY . . . BECAUSE YOU ONLY WANT TO DO IT ONCE	76-237120	4/6/2001
BECAUSE YOU ONLY WANT TO DO IT ONCE	76-237176	4/6/2001
FLASHMASTER PLUS	76-230286	3/26/2001
PETROFLEX	75-677549	4/8/1999
SYNKO-MASTIC	75-619393	1/11/1999
FLASHMASTER	75-578506	10/28/1998
SILVER BRIGHT	75-459913	3/31/1998
HYDRO-FLEX WATERSTOP	75-439820	2/24/1998

SCHEDULE A-5

COPYRIGHTS

<u>Copyright Description</u>	<u>Serial No.</u>	<u>Date Issued</u>
1. Can-do guide to cold applied built-up roofs.	TX1811553	4/22/1986
2. Henry can-do guide to roof protection and maintenance.	TX1799095	4/22/1986
3. Can-do guide to roof repair.	TX1799055	4/22/1986

SCHEDULE A-6

COPYRIGHT APPLICATIONS

Copyright Description

**Copyright
Application No.**

Date Applied

None.

SCHEDULE B-1

PATENTS

<u>Name</u>	<u>U.S. Patent No.</u>	<u>Date Issued</u>
ASPHALT COATING COMPOSITION AND METHOD FOR COATING A SURFACE USING THE SAME [A water-based emulsion containing an asphalt, latex, thickener and surface active wetting agent that provides a protective coating for surfaces, i.e., pipes and does not release VOCs while drying, air pollution control]	5,713,996	2/3/1998

SCHEDULE B-2

PATENT APPLICATIONS

Name

U.S. Patent
Application No.

Date Applied

None.

SCHEDULE B-3TRADEMARKS.

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
1. MONSEY PREMIER	75-975386	11/9/1993
2. TIN-KOTE	75-061953	2/20/1996
3. SEABOARD	74-658303	3/23/1995
4. SEABOARD (and Design)	74-658302	3/23/1995
5. BLACK MAGIC	74-647162	3/15/1995
6. "TUF FEE"	74-645799	3/13/1995
7. BLACK CORAL	74-603289	11/10/1994
8. VELTEX	74-562731	8/18/1994
9. PERMASEAL	74-562730	8/18/1994
10. PERMASEAL	74-562729	8/18/1994
11. FLEXX	74-562726	8/18/1994
12. ANCOV	74-562725	8/18/1994
13. WET SEAL	74-500752	3/14/1994
14. PRO-GRADE	74-475949	1/3/1994
15. BRIDGEWORKS	74-321051	10/8/1992
16. M PAINTER'S CHOICE SINCE 1852 (and Design)	74-295535	7/20/1992

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
17. M CLASSIC QUALITY PAINT SINCE 1852 (and Design)	74-266953	4/17/1992
18. M MONSEY PRODUCTS CO. CLASSIC PAINTS SINCE 1852 (and Design)	74-266713	4/17/1992
19. ROOF GUARD	74-062835	5/25/1990
20. ACRALUME	74-062833	5/25/1990
21. METALSHIELD	74-003487	11/20/1989
22. AMERICAN SEAL PAINTS ASPHALTS – ADHESIVES SINCE 1952 (and Design)	73-774801	1/17/1989
23. AMERICAN SEAL	73-774800	1/17/1989
24. ELASTO-SEAL	73-769982	12/16/1988
25. STOP LEAK (and Design)	73-766359	11/30/1988
26. MINUTEMAN	73-764322	11/17/1988
27. ROOF-FIX	73-764321	11/17/1988
28. EAGLE	73-764319	11/17/1988
29. FIX-A-LEAK	73-764117	11/17/1988
30. LEAK PRUF	73-764099	11/17/1988
31. DEK-PRO-TECH	73-726792	5/6/1988
32. MBA	73-717129	3/16/1988
33. FIBERLUME	73-633093	12/1/1986

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
34. VITALASTIC	73-633092	12/1/1986
35. AQUA-BRIGHT	73-621852	9/24/1986
36. MINUTEMAN EASY-TO-STIR RUBBERIZED BLACKTOP SEALER & FILLER (and Design)	73-607583	7/2/1986
37. WESTERN STAR (and Design)	73-593395	4/14/1986
38. WESTERN STAR	73-590271	3/27/1986
39. MONSEY	73-554942	8/22/1985
40. M MONSEY WOOD-PRO-TECH (and Design)	73-530404	4/3/1985
41. ENDURE	73-482624	5/29/1984
42. LONG-LIFE	73-463277	1/30/1984
43. GULF-SEAL	73-357087	3/29/1982
44. GULF-SEAL (and Design)	73-320072	7/21/1981
45. RUST MISER	73-308366	5/1/1981
46. M (Stylized)	73-293855	1/21/1981
47. GLASBOND	73-229356	8/20/1979
48. (Design Only)	73-047598	3/24/1974
49. GULF-SEAL (and Design)	73-016099	3/18/1974
50. WATER BOND (and Design)	72-356185	4/7/1970
51. MODAC	72-192310	4/29/1964

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
52. GUARDSEAL (Stylized)	72-188180	3/9/1964
53. WEATHER-CHEK	72-154274	10/1/1962
54. GULF-SEAL (Stylized)	71-647153	3/18/1953

SCHEDULE B-4

TRADEMARK APPLICATIONS

Name

Trademark
Application No.

Date Applied

(Design Only)

76-236672

4/9/2001

SCHEDULE B-5

COPYRIGHTS

Copyright Description

Serial No.

Date Issued

None.

SCHEDULE B-6

COPYRIGHT APPLICATIONS

Copyright Description

**Copyright
Application No.**

Date Applied

None.