

04-30-2002

COVER SHEET
ONLY4-30-02
Tab settings

To the Honorable Commissioner of

102072294

attached original documents or copy thereof.

1. Name of conveying party(ies):
Wambold Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

April 25, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation State DE
☐ Other _____

If assignee is not domiciled in the United States, a
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

A. Trademark Application No.(s)
78040694, 78082057 and 78096196B. Trademark Registration
See Attached

Additional numbers attached? YES

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and
registrations

12

7. Total fee (37 CFR 3.41) \$ 315.00

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Terese M. Scholl

Name of Person

Signature

Date

Total number of pages including cover sheet, attachments, and

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

TRADEMARK

REEL: 002494 FRAME: 0885

**SCHEDULE 1
TRADEMARKS**

<u>U.S. Trademark Registration</u>	<u>Registration Number</u>	<u>Date</u>
UNICRYLIC	826,694	3/21/1966
P [DESIGN]	858,775	10/22/1968
EXTRU-SEAL	1,350,628	7/23/1985
MIRROR-TAC	1,350,629	7/23/1985
DYNATRED	1,363,363	10/1/1985
DYNAWELD	1,363,364	10/1/1985
AROCEP	2,401,968	11/07/2000
WEATHER-CLAD	2,444,143	4/17/2001
DYNATROL	2,455,297	5/29/2001
<u>U.S. Trademark Applications</u>	<u>Serial Number</u>	<u>Date</u>
ENVIROSIL	78040694	12-27-2000
PRO-DECK	78082057	8-31-2001
PRO-SILSCT	78096196	12-3-2001

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 25, 2002 by WAMBOLD CORPORATION, a Delaware corporation ("Grantor") in favor of ANTARES CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent for the Lenders (including any successor agent under the below-described Credit Agreement, "Agent").

WITNESSETH

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto;

WHEREAS, Pecora Corporation, a Delaware corporation and the beneficial owner of all of the issued and outstanding stock of Grantor ("Borrower"), Agent and Lenders have entered into a Credit Agreement dated as of June 15, 1998, as amended by First Amendment to Credit Agreement dated as of February 5, 1999, as amended by Second Amendment dated on or about November 1, 1999, as amended by Third Amendment to Credit Agreement dated as of October 15, 2000, as amended by Fourth Amendment to Credit Agreement (the "Fourth Amendment") dated as of the date hereof (as the same has been and hereafter may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which, among other things, Lenders have and have agreed to make certain loans and financial accommodations to Borrower, subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

-Remainder of Page Intentionally Left Blank-
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

WAMBOLD CORPORATION, a Delaware corporation

By: 
Andrew T. Panaccione
Vice President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____ Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

WAMBOLD CORPORATION, a Delaware corporation

By: _____
Andrew T. Panaccione
Vice President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: *Daniel L. Barry*
Name: *Daniel L. Barry*
Title: _____ Director

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PRO-SILSCT	78096196	12-3-2001

60058043

RECORDED: 04/30/2002

TRADEMARK
REEL: 002494 FRAME: 0891