

10-16-2002

FORM PTO-1594

RECORD
TR.

J.S. DEPARTMENT OF COMMERCE

(7/97)

Patent and Trademark Office

102250388

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

1. Name of conveying party(ies):

Roman Decorating Products, Inc.

Entity: Delaware

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Date: September 20, 2002

2. Name and address of receiving party(ies):

Name: Fifth Third BankAddress: 233 S. Wacker Drive, Suite 400Chicago, IL 60606Entity: Michigan Banking CorporationIf assignee is not domiciled in the United States, an appointment of domestic representative is attached: ☐ Yes ☐ NoAdditional name(s) & address(es) attached: ☐ Yes ☒ No

4. Application or Registration number(s):

A. Trademark Application No.(s)

(1) 76/343,489 11-30-01; (2) 76/023,043 4-11-00;
 (3) 75/569,210 10-30-99; (4) 76/113,879 8-22-00;
 (5) 76/121,841 9-5-00; (6) 76/278,772 6-29-01;

B. Trademark Registration No.(s)

(1) 1,153,568; (2) 1,935,477; (3) 1,220,484; (4) 2,229,331;
 (5) 1,357,468; (6) 1,220,482; (7) 1,341,843; (8) 1,592,656;
 (9) 2,254,689; (10) 1,227,999 (11) 1,866,160 (12) 1,380,929
 (13) 1,651,259 (14) 1,252,573 (15) 1,864,130 (16) 1,787,302
 (17) 1,005,686 (18) 1,721,294 (19) 1,345,433

Additional numbers attached? ☐ Yes ☒ No

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

Chris Bollinger
 Schiff Hardin & Waite
 P.O. Box 06079
 Chicago, IL 60606-0079

Ref. No(s): 27662-0007

6. Total number of trademark applications and registrations involved:

25

7. Total Fee (37 CFR 3.41) \$640.00

A check is enclosed.
 Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment.

8. Deposit Account Number:

19-0409

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.

Chris Bollinger
 Name of Person Signing

Signature

October 3, 2002
 Date

Total number of pages including cover sheet and attached documents: 22

Mail documents to be recorded and required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

10/16/2002 GT0111 00000107 76343489

01 FC:8521
 02 FC:8522

40.00 OP
 600.00 OP

TRADEMARK
 REEL: 002598 FRAME: 0286

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 20, 2002 by **Roman Decorating Products, Inc.**, a New Jersey corporation ("Borrower"), **Roman Holding, L.L.C.**, a Delaware limited liability company ("Holding"), and **Roman Holdings Corporation**, a Delaware corporation ("RHC" and, together with Borrower and Holding, collectively, the "Obligors" and, individually, an "Obligor"), to **Fifth Third Bank**, a Michigan banking corporation ("Bank"), a Michigan banking corporation.

WITNESSETH:

WHEREAS, the Obligors have entered into that certain Loan and Security Agreement dated as of September 20, 2002 (as amended, modified or supplemented from time to time, the "Loan Agreement") with Bank; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Borrower thereunder that, among other things, each Obligor execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities:

(A) each Obligor hereby grants to the Bank a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications,

together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademark and service mark registrations and applications listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) shall have been satisfied in full and the Loan Agreement shall have been terminated, such Obligor will not, without Bank's prior written consent (which consent shall not be unreasonably withheld or delayed), take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Bank's prior written consent (which consent shall not be unreasonably withheld or delayed) it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement unless and to the extent that such Obligor has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of such Obligor. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto (which consent shall not be unreasonably withheld or delayed); provided each Obligor may renew any Licenses in accordance with the terms thereof.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and

subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements, and (C) Liens and encumbrances in favor of Golub pursuant to the Subordinated Debt Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Bank prompt written notice thereof. Each Obligor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of any Obligor or rights of Bank hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) and termination of the Loan Agreement.

7. Inspection. Bank shall have the right, at any time and from time to time during normal business hours upon reasonable advance notice to each Obligor, to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to each Obligor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor

agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank (which consent shall not be unreasonably withheld or delayed).

10. **Bank's Right to Sue.** From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, each Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege

hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Bank, at any time or times hereafter at the reasonable request of Bank, all papers (including, without limitation, any as may be reasonably deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may reasonably request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Bank as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments reasonably determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) shall have been satisfied in full and the Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial

Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Bank from any and all 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 Bank under the powers of attorney granted herein (other than those resulting from the Bank's gross negligence or willful misconduct).

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. Governing Law. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

ROMAN DECORATING PRODUCTS, INC.

By: Jeffrey Hartz
Name: Jeffrey Hartz
Title: Vice President

ROMAN HOLDING, L.L.C.

By: Jeffrey Hartz
Name: Jeffrey Hartz
Title: Vice President

ROMAN HOLDINGS CORPORATION

By: Jeffrey Hartz
Name: Jeffrey Hartz
Title: Vice President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the ___ day of September, 2002 in Chicago, Illinois.

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

ROMAN DECORATING PRODUCTS, INC.

By: _____
Name: _____
Title: _____

ROMAN HOLDING, L.L.C.


By: _____
Name: _____
Title: _____

ROMAN HOLDINGS CORPORATION

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the 20th day of September, 2002 in Chicago, Illinois.

FIFTH THIRD BANK

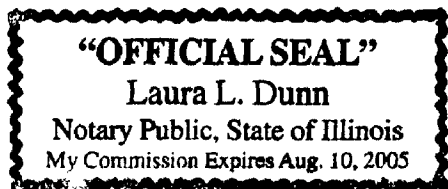
By: 
Name: DAVID L. ENGELHAUSEN
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hartz, personally known to me to be the Vice President of Roman Holding, L.L.C. (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26th day of September, 2002.

(NOTARIAL SEAL)



Laura L. Dunn
Notary Public

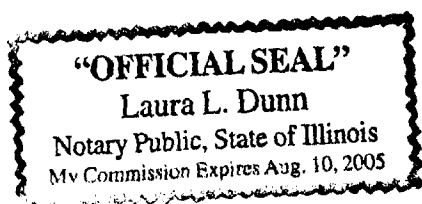
My Commission Expires: Aug. 10, 2005

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hartz, personally known to me to be the Vice President of Roman Holdings Corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 24th day of September, 2002.

(NOTARIAL SEAL)



Laura L. Dunn
Notary Public

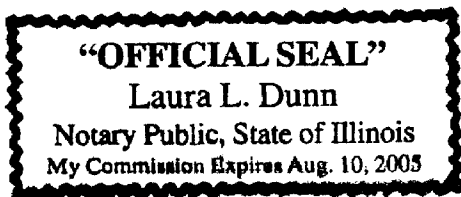
My Commission Expires: Aug. 10, 2005

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hartz, personally known to me to be the Vice President of Roman Decorating Products, Inc. (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20th day of September, 2002.

(NOTARIAL SEAL)



Laura L. Dunn
Notary Public

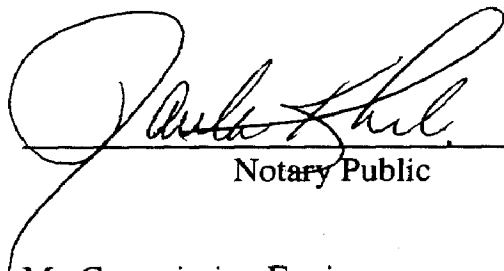
My Commission Expires: Aug. 10, 2005

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that DAVID LEIGH HAUSER personally known to me to be the Vice President of Fifth Third Bank, personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said bank and caused the seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as his/her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20th day of September, 2002.

(NOTARIAL SEAL)



Notary Public
My Commission Expires: _____



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patents

Title	Patent No.	Issue Date
Wallpaper adhesive	U.S. 5,698,052	12/16/97
Wallpaper stripper	U.S. 5,531,919	7/2/96

Patent Applications

Title	Patent No.	Filing Date
Color-changing wallpaper adhesive primer/activator	U.S. 010/197,195	7/17/02

SCHEDULE B

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

1. License agreement dated March 21, 2002 between U.S. Vinyl Manufacturing Corporation and Roman Adhesives, Inc.
2. License agreement dated March 21, 2002 between U.S. Textures, Inc. and Roman Adhesives, Inc.
3. License agreement dated January 10, 2002 between R. Industries, Inc. and Roman Adhesives, Inc.
4. License agreement dated July 31, 2001 between Contract Commercial Products and Roman Adhesives, Inc.
5. Exclusive Licensing Agreement for Border Ease Product dated _____, 1994 (undated) between Painter's Products, Inc. and Roman Decorating Products, Inc., as successor in interest to Golden Harvest, Inc.

SCHEDULE D**TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

Mark	Country	Reg. No.	Date Registered
BITE	U.S.	1,153,568	5/12/81
BORDER-EASE	U.S.	1,935,477	11/14/95
Design (Scroll)	U.S.	1,220,484	12/21/82
DISSOLVE	U.S.	1,721,294	10/6/92
E-Z GEL	U.S.	2,229,331	3/2/99
FIX'N STIX	U.S.	1,357,468	9/3/85
GOLDEN HARVEST	U.S.	1,220,482	12/21/82
R & Design	U.S.	1,341,843	6/18/85
R-35	U.S.	1,592,656	4/24/90
SMITH ADHESIVES & Design	U.S.	2,254,689	6/22/99
STICK-EASE	U.S.	1,227,999	2/22/83
STRIP+	U.S.	1,866,160	12/6/94
TEKNABOND	U.S.	1,380,929	2/4/86
TEKNAGRIP	U.S.	1,651,259	7/23/91
TEKNAPRIME	U.S.	1,345,433	7/2/85
TOUCHDOWN	U.S.	1,252,573	10/4/83
ULTRA	U.S.	1,864,130	11/22/94
ULTRA-PRIME	U.S.	1,787,302	8/10/93
VINYL PREP	U.S.	1,005,686	3/4/75
Curl Bar Design	Canada	TMA538,882	12/19/00
E-Z GEL	Canada	TMA546,693	6/18/01
GOLDEN HARVEST	Canada	TMA538,881	12/19/00
PROFESSIONAL & Design	Canada	TMA494,115	5/7/98
R	Canada	TMA454,088	2/16/96
ULTRA-PRIME	Canada	TMA466,599	11/29/96
BORDER-EASE BORDEREASE BORDER EASE	U.K.	2,149,477	10/9/98

Trademark Applications

Mark	Country	Serial No.	Date Filed
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Mark	Country	Serial No.	Date Filed
CLOSE N' GO	U.S.	76/343,489	11/30/01
CRYSTAL CLEAR	U.S.	76/023,043	4/11/00
E-Z HANG	U.S.	75/569,210	10/30/99
LIQUID DRYWALL	U.S.	76/113,879	8/22/00
SOLV-IT	U.S.	76/121,841	9/5/00
THE ENHANCER	U.S.	76/278,772	6/29/01
ULTRA PRO-880	Canada	1,105,831	6/12/01

SCHEDULE E

TRADEMARK LICENSES

1. License agreement dated March 21, 2002 between U.S. Vinyl Manufacturing Corporation and Roman Adhesives, Inc.
2. License agreement dated March 21, 2002 between U.S. Textures, Inc. and Roman Adhesives, Inc.
3. License agreement dated January 10, 2002 between R. Industries, Inc. and Roman Adhesives, Inc.
4. License agreement dated July 31, 2001 between Contract Commercial Products and Roman Adhesives, Inc.
5. Exclusive Licensing Agreement for Border Ease Product dated _____, 1994 (undated) between Painter's Products, Inc. and Roman Decorating Products, Inc., as successor in interest to Golden Harvest, Inc.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings 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, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to that certain Loan and Security Agreement, dated as of September 20, 2002, between the Obligor and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligor under such Loan and Security Agreement.

ROMAN DECORATING PRODUCTS, INC.

By: Jeffrey Hart
Name: _____
Title: _____

ROMAN HOLDING, L.L.C.

By: Jeffrey Hart
Name: _____
Title: _____

ROMAN HOLDINGS CORPORATION

By: Jeffrey Hart
Name: _____
Title: _____

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