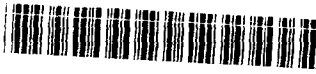


11-19-2002



Tab settings

To the Honorable Commissioner of Patents

102284819

Attached original documents or copy thereof.

1. Name of conveying party(ies):
SERVICE PARTNERS, LLC

11-702

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

Name: **Masco Contractor Services Central, Inc.**

Internal Address:

Street Address: **2339 Beville Road**

City: **Daytona Beach** State: **FL** ZIP: **32119**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Florida**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from

Additional name(s) & address(es) Yes No

- Individual(s)
- General Partnership
- Corporation-State
- Other **Virginia Limited Liability Company**

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **September 6, 2002**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/120,797

76/120,798

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: **Leon E. Redman**

Internal Address: **Masco Corporation**

Street Address: **21001 Van Born Road**

City: **Taylor** State: **MI** ZIP: **48180**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): \$ **\$65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-1981

11/18/2002 DBYRNE 00000077 131981 76120797

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

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.

Leon E. Redman

Name of Person Signing

Signature

Nov 1, 2002

Date

Total number of pages including cover sheet, attachments, and



TRADEMARK

REEL: 002612 FRAME: 0591

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

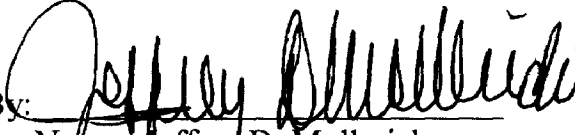
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Service Partners, LLC, a Virginia limited liability company (the "Grantor"), with principal offices at 1029 Technology Park Drive, Glen Allen, VA 23059, hereby grants to Masco Contractor Services Central, Inc. (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 9, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

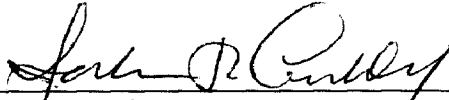
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 6th
day of September, 2002.

SERVICE PARTNERS, LLC
as Grantor

By: 
Name: Jeffrey D. Mollerick
Title: Executive Vice President

MASCO CONTRACTOR SERVICES CENTRAL, INC.
as Grantee

By: 
Name: JOHN CULLY
Title: VICE PRESIDENT

STATE OF VIRGINIA)
)ss.:
COUNTY OF Henrico)

On this 6th day of Sept., 2002, before me personally came Jeffrey D. Mollerick, who, being by me duly sworn, did state as follows: that he is the Executive Vice-President of Service Partners, LLC, that he is authorized to execute the foregoing Agreement on behalf of said company and that he did so by authority of the Board of Managers of said company.

Sandra K. Bowles

Notary Public
Henrico County, Virginia
My commission expires: 1/31/2004

SCHEDULE A

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>	<u>FILING DATE</u>
SERVICE PARTNERS (design plus words, letters and/or numbers)	76-120-797	08/31/2000
SERVICE PARTNERS (typed drawing)	76-120-798	08/31/2000

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