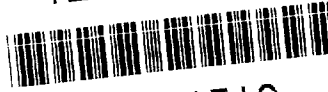


12-04-2002



REC

NOV 27 PM 3:11

102301510

Tab settings → → → FINANCE SECTION

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

1. Name of conveying party(ies):
Red Devil, Inc. a/k/a Red Devil, Incorporated

11-27-02

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

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other **Power of Attorney**
 - Merger
 - Change of Name

Execution Date: **November 14, 2002**

2. Name and address of receiving party(ies)

Name: **The CIT Group/Business Credit, Inc.**
Internal
Address:

Street Address: **1211 Avenue of the Americas**

City: **New York**

State: **NY** ZIP: **10036**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporate-State **New York**
- 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) **76333395; 76215442; 76215441; 76215440; 75603465**

B. Trademark registration No.(s): **0335649; 0853505; 1498327; 0546576; 1185445; 2126018; 1474987;**

Additional numbers attached? Yes No (See Attachment A)

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

Name: **Joel C. Trotter, Esquire**

Internal Address: **Stradley Ronon Stevens & Young, LLP**

Street Address: **2600 One Commerce Square**

City: **Philadelphia** State: **PA** ZIP: **19103-7098**

6. Total number of applications and registrations involved: **58**

7. Total fee (37 CFR 3.41):..... \$ **1,465**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

NOT APPLICABLE

DO NOT USE THIS SPACE

9. Signature.

Joel C. Trotter, Esquire

Name of Person Signing

Signature

November 22, 2002

Date

2

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

Mail documents to be recorded with required cover sheet information to:
Washington, D.C. 20231

Commissioner of Patent & Trademarks, Box Assignments

12/04/2002 GT0N11 00000062 76333395

01 FC:8521
02 FC:8522

40.00 OP
1425.00 OP

Red Devil, Inc. (conveying party)
The CIT Group/Business Credit, Inc. (receiving party)

Attachment A to Recordation Form Cover Sheet (Trademarks Only)

1033529; 1704588; 0668527; 0787769; 0156055; 0408537; 1473792; 1138395; 2289505;
2068673; 1742767; 1276975; 2169460; 0988625; 2289534; 0938203; 2242002; 2133380;
0337409; 0395584; 0409316; 0515716; 0921393; 0985263; 0984823; 1013988; 1042723;
1736057; 1857671; 0424479; 0839606; 0500110; 0816292; 0788274; 1581107; 2182917;
0854145; 2259701; 0263383; 0751233; 0735174; 0438430; 0436755; 1042063; 1388842;
0767090

Assignment for Security

Trademarks

WHEREAS, RED DEVIL, INCORPORATED, a New Jersey corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks and service marks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 14th day of November, 2002.

RED DEVIL, INCORPORATED

By: *DR MacPherson*

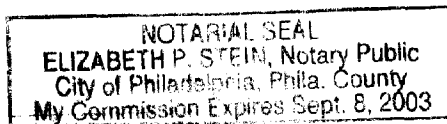
Name: D R MacPherson

Title: CEO

COMMONWEALTH OF PENNSYLVANIA)
)ss.
COUNTY OF PHILADELPHIA)

On this 14 day of November, 2002, before me personally came Donald R. MacPherson, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Red Devil, Incorporated, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Elizabeth P. Stein
Notary Public



Doc. #613978v.1

SCHEDULE 1-A

U.S Registered Trademarks and Pending Applications

Mark	Country	Registr. No. (App. No.)	Registr. Date (App. Date)	Status/Comments
"RED DEVIL"	United States	0335649 (71366305)	June 9, 1936 (June 17, 1935)	Registered
[DESIGN - DEVIL]	United States	0853505 (72245965)	July 30, 1968 (May 18, 1966)	Registered
[DESIGN - TOOL PICTURE WITH RED AND WHITE]	United States	1498327 (73646689)	August 2, 1988 (February 26, 1987)	Registered
[DESIGN - TOOL WITH BLUE TIP]	United States	0546576 (71579213)	August 14, 1951 (May 20, 1949)	Registered
AUTO SPERSE	United States	1185445 (73246745)	January 12, 1982 (January 18, 1980)	Registered
CAULK DEVIL	United States	2126018 (74712236)	December 30, 1997 (August 7, 1995)	Registered
CELULON	United States	1474987 (73666219)	February 2, 1988 (June 12, 1987)	Registered
D.I.Y.	United States	1033529 (73047364)	February 17, 1976 (March 21, 1975)	Registered
D.I.Y.	United States	1704588 (74171270)	August 4, 1992 (May 30, 1991)	Registered
D.I.Y.	United States	(76333395)	(November 2, 2001)	Pending
DRAGON SKIN	United States	0668527 (72046243)	October 21, 1958 (February 20, 1958)	Registered
DRESDEN	United States	0787769 (72186021)	April 6, 1965 (February 4, 1964)	Registered
EZ SCRAPER	United States	(76215442)	(February 23, 2001)	Pending
EZ SCRAPER PLUS	United States	(76215441)	(February 23, 2001)	Pending
FOAM & FILL	United States	(76215440)	(February 23, 2001)	Pending
HOUSE & HOME RESTORE	United States	(75603465)	(December 11, 1998)	Pending
IT'S ALL IN THE WHEEL	United States	0156055 (71151773)	June 13, 1922 (August 13, 1921)	Registered
JAK-NIFE	United States	0408537 (71468126)	August 15, 1944 (March 9, 1944)	Registered

Doc. #613978v.1

TRADEMARK
REEL: 002619 FRAME: 0311

Mark	Country	Registr. No. (App. No.)	Registr. Date (App. Date)	Status/Comments
KWICK KLAMP	United States	0787097 (72182356)	March 23, 1965 (December 4, 1963)	Registered
LEWIS RED DEVIL DYE	United States	1473792 (73640344)	January 26, 1988 (January 20, 1987)	Registered
LIFETIME	United States	1138395 (73197148)	August 5, 1980 (December 18, 1978)	Registered
LIFETIME	United States	2289505 (75416929)	October 26, 1999 (January 12, 1998)	Registered
MAGNICATOR	United States	2068673 (75017438)	June 10, 1997 (November 1, 1995)	Registered
MASTERCUTTER	United States	1742767 (74114562)	December 29, 1992 (November 13, 1990)	Registered
ONE TIME	United States	1276975 (73384141)	May 8, 1984 (September 7, 1982)	Registered
ONETIME	United States	2169460 (75294549)	June 30, 1998 (May 19, 1997)	Registered
PATCH-A-WALL	United States	0988625 (72443375)	July 16, 1974 (December 11, 1972)	Registered
POLAR CAULK	United States	2289534 (75425414)	October 26, 1999 (January 29, 1998)	Registered
POWER GEL	United States	0938203 (72376615)	July 18, 1972 (November 19, 1970)	Registered
QUICK PAINT	United States	2242002 (75323754)	April 27, 1999 (July 14, 1997)	Registered
RD PRO	United States	2133380 (75156315)	January 27, 1998 (August 26, 1996)	Registered
RED DEVIL	United States	0337409 (71375604)	August 4, 1936 (March 5, 1936)	Registered
RED DEVIL	United States	0395584 (71449024)	June 2, 1942 (November 28, 1941)	Registered
RED DEVIL	United States	0409316 (71464733)	October 3, 1944 (November 4, 1943)	Registered
RED DEVIL	United States	0515716 (71554156)	September 27, 1949 (April 8, 1948)	Registered
RED DEVIL	United States	0921393 (72345673)	October 5, 1971 (December 8, 1969)	Registered
RED DEVIL	United States	0985263 (72429365)	June 4, 1974 (July 10, 1972)	Registered

Doc. #613978v.1

TRADEMARK
REEL: 002619 FRAME: 0312

Mark	Country	Registr. No. (App. No.)	Registr. Date (App. Date)	Status/Comments
RED DEVIL	United States	0984823 (72429367)	May 28, 1974 (July 10, 1972)	Registered
RED DEVIL	United States	1013988 (73007230)	June 24, 1975 (November 26, 1973)	Registered
RED DEVIL	United States	1042723 (73047526)	July 6, 1976 (March 24, 1975)	Registered
RED DEVIL	United States	1736057 (74084842)	December 1, 1992 (August 3, 1990)	Registered
RED DEVIL	United States	1857671 (74448640)	October 11, 1994 (October 19, 1993)	Registered
RED DEVIL TOOLS	United States	0424479 (71490398)	October 8, 1946 (October 23, 1945)	Registered
RED DEVIL'S ADVOCATE	United States	0839606 (72254803)	November 28, 1967 (September 20, 1966)	Registered
SAVABRUSH	United States	0500110 (71528587)	April 20, 1948 (July 14, 1947)	Registered
SCHALK'S	United States	0816292 (72201969)	October 4, 1966 (September 15, 1964)	Registered
SCHALK'S SPOT GREASE REMOVER	United States	0788274 (72192328)	April 13, 1965 (April 29, 1964)	Registered
SLAMSCRAPER	United States	1581107 (73754449)	February 6, 1990 (September 27, 1988)	Registered
SPEED DEMON	United States	2182917 (75219078)	August 18, 1998 (December 27, 1996)	Registered
SPEED-DEMON	United States	0854145 (72278418)	August 6, 1968 (August 16, 1967)	Registered
STACK-A-CUBE	United States	2259701 (74695227)	July 6, 1999 (June 29, 1995)	Registered
STE-LIKE	United States	0263383 (71286209)	November 5, 1929 (June 26, 1929)	Registered
TAPE-MATE	United States	0751233 (72148843)	June 18, 1963 (July 11, 1962)	Registered
TILE PASTE	United States	0735174 (72129049)	July 31, 1962 (October 2, 1961)	Registered
TROJAN	United States	0438430 (71513821)	April 20, 1948 (December 6, 1946)	Registered
TROJAN	United States	0436755 (71524128)	February 17, 1948 (June 13, 1947)	Registered

Mark	Country	Registr. No. (App. No.)	Registr. Date (App. Date)	Status/Comments
TSP 90	United States	1042063 (73063532)	June 29, 1976 (September 17, 1975)	Registered
WINDO-ZIPPER	United States	1388842 (73558155)	April 8, 1986 (September 13, 1985)	Registered
ZIPAWAY	United States	0767090 (72156557)	March 24, 1964 (November 5, 1962)	Registered

Mark	Country	Registr. No. (App. No.)	Registr. Date (App. Date)	Status/Comments
KWICK KLAMP	United States	0787097 (72182356)	March 23, 1965 (December 4, 1963)	Registered
RED DEVIL	United States	0395584 (71449024)	June 2, 1942 (November 28, 1941)	Registered
RED DEVIL	United States	1736057 (74084842)	December 1, 1992 (August 3, 1990)	Registered
RED DEVIL TOOLS	United States	0424479 (71490398)	October 8, 1946 (October 23, 1945)	Registered
SPEED DEMON	United States	2182917 (75219078)	August 18, 1998 (December 27, 1996)	Registered

Doc. #613978v.1

TRADEMARK
REEL: 002619 FRAME: 0314

SCHEDULE 1-B

U.S. Common Law Trademarks and Tradenames

None.

Doc. #613978v.1

TRADEMARK
REEL: 002619 FRAME: 0315

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

KNOW ALL MEN BY THESE PRESENTS, that RED DEVIL, INCORPORATED, having an office at 2400 Vauxhall Road, Union, New Jersey 07083 (hereinafter "**Borrower**"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC. (hereinafter "**Lender**"), and each officer thereof, 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:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

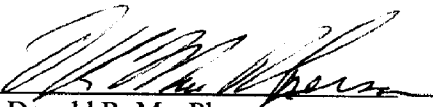
2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Borrower and Lender of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

This Power of Attorney is subject to the terms of that certain Financing Agreement dated November 14, 2002 by and between Borrower and Lender.

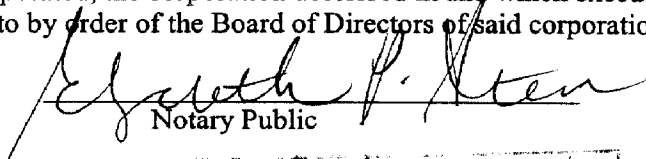
Dated as of November 14, 2002

RED DEVIL, INCORPORATED

By: 
Donald R. MacPherson
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)
)ss.
COUNTY OF PHILADELPHIA)

On this 14 day of November, 2002, before me personally came Donald R. MacPherson, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Red Devil, Incorporated, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

