

01-23-2003

1-23-03



102344482

nal documents or copy thereof.

of receiving party(ies)

GOLUB ASSOCIATES INCORPORATED, AS AGENT

Internal Address: _____

Street Address : 555 Madison Avenue, 30th Floor

City: New York State: NY Zip: 10022

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State Delaware

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

1. Name of conveying party(ies):
ROMAN DECORATING PRODUCTS, INC.
ROMAN HOLDING, L.L.C.
ROMAN HOLDINGS CORPORATION

1-23-03

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

Other NJ Corp., DE LLC and DE Corp., respectively

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

3. Nature of conveyance:

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

Execution Date: September 20, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)
- SEE THE ATTACHED -

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON DC 20005

6. Total number of applications and registrations 32

7. Total fee (37 CFR 3.41)..... \$ 815.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

01/24/2003 6TON11 00000045 1153568

01 FC:8521
08 FC:8522

40.00 00
775.00 00

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

01/17/03
Date

22

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

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

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 20, 2002 by **Roman Decorating Products, Inc.**, a New Jersey corporation (the "Borrower"), **Roman Holding, L.L.C.**, a Delaware limited liability company (the "Ultimate Parent") and Roman Holdings Corporation, a Delaware corporation (the "Interim Parent" and, together with the Borrower and the Ultimate Parent, collectively, the "Companies" and, individually, a "Company"), to **Golub Associates Incorporated**, in its capacity as Agent for the Purchasers under the Note Purchase Agreement described herein (the "Agent").

WITNESSETH:

WHEREAS, the Companies, the Agent and the Purchasers have entered into that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the "Note Purchase Agreement");

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof among the Companies and the Agent (as the same may be amended, restated, modified or supplemented from time to time, the "Security Agreement"), the Companies have granted to the Agent, for the benefit of the Purchasers, a security interest in substantially all of the assets of the Companies including all right, title and interest of the Companies in, to and under all now owned or hereafter acquired (i) Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by such Trademarks, and all proceeds thereof, (ii) Patents, Patent registrations, Patent applications and Patent licenses, and all proceed thereof, and (iii) Copyrights, Copyright registrations, Copyright applications and Copyright licenses, and all proceeds thereof to secure the payment of all "Liabilities" (as such term is defined in the Security Agreement).

WHEREAS, it is a condition to the effectiveness of the Note Purchase Agreement and each other Purchaser Document and to the Purchasers' obligations thereunder that, among other things, each Company execute and deliver to the Agent 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 Company agrees as follows:

1. Incorporation of Note Purchase Agreement and the Security Agreement. The Note Purchase Agreement and the Security 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 Security 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 Company's Liabilities:

(A) each Company hereby grants to the Agent a security interest in and to all of such Company'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 Company 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 Company now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Company 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 Company 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 Company now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Company 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 Company 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 Company'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 Company is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Company 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 the Agent's request, each Company 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 Company 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 Note Purchase Agreement shall have been terminated, such Company will not, without the Agent'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 Company's obligations under this Agreement, and each Company further agrees and covenants that without the Agent'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 the Agent under this Agreement unless and to the extent that such Company has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of such Company. Each Company 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 the Agent thereto (which consent shall not be unreasonably withheld or delayed); provided each Company may renew any Licenses in accordance with the terms thereof.

4. **Certain Covenants, Representations and Warranties of each Company.** Each Company covenants, represents and warrants (to the best of such Company's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such

Company) 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 Company 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 Company's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Company owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Company 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 Company, in each case except for (A) rights granted by such Company pursuant to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of the Agent pursuant to this Agreement or the other Purchaser Documents and (C) Liens and encumbrances in favor of the Senior Lenders pursuant to the Senior 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 Company has any right, title or interest; (vii) such Company has the unqualified right to enter into this Agreement and perform its terms; (viii) such Company 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 Company's business); and (ix) such Company 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 Note Purchase Agreement shall have been terminated, any Company 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 Company shall give to the Agent prompt written notice thereof. Each Company hereby authorizes the Agent 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 the Agent to make any such notation shall not limit or affect the obligations of any Company or rights of the Agent hereunder.

6. Royalties; Terms. Each Company hereby agrees that the security interest of the Agent 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 Company such smaller geographic location if any is specified for such Company's use in the applicable License) and, without any liability for royalties or other related charges from the Agent to such Company. 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 Note Purchase Agreement.

7. **Inspection.** The Agent shall have the right, at any time and from time to time during normal business hours upon reasonable advance notice to each Company, to inspect any Company's premises and to examine any Company's books, records and operations, including, without limitation, any Company's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by the Agent to each Company of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Company agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such additional product quality controls as the Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Company under the Marks consistent with the quality of products now manufactured by such Company.

8. **Termination of Each Company'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 Note Purchase Agreement, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to any of the other Purchaser Documents, the security interest granted hereunder shall automatically be extinguished. The Agent shall, at each Company's reasonable expense, execute and deliver to such Company, all termination statements and other instruments as may be necessary or proper to evidence the termination of the Agent's security interest granted to the Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to any of the other Purchaser Documents. Any such termination statements and instruments shall be without recourse upon or warranty by the Agent.

9. **Duties of the Companies.** Except to the extent the same is no longer material to such Company's business, each Company 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 Companies. Except to the extent the same

is no longer material to such Company's business, each Company 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 the Agent (which consent shall not be unreasonably withheld or delayed).

10. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent 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 the Agent shall commence any such suit, each Company shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement, and each Company shall promptly, upon demand, reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Company and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, 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 Company shall execute and deliver to the Agent, at any time or times hereafter at the reasonable request of the Agent, all papers (including, without limitation, any as may be reasonably deemed desirable by the Agent 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 the Agent), as the Agent may reasonably request, to evidence the Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of the Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Purchaser Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Company hereby constitutes and appoints the Agent as such Company'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 an Event of Default, subject only to the rights of the Senior Lender pursuant to the Senior Debt Documents, to (i) endorse such Company's name on all applications, documents, papers and instruments reasonably determined by the Agent as necessary or desirable for the Agent 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 the Agent deems in good faith to be in the best interest of the Agent, (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 Company 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 Note Purchase Agreement shall have been terminated. Each Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Note Purchase Agreement or any of the Purchaser Documents but rather is intended to facilitate the exercise of such rights and remedies. The Agent 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 Company hereby releases the Agent 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 Agent under the powers of attorney granted herein (other than those resulting from the Agent's gross negligence or willful misconduct).

16. Subordination. This Agreement and the indebtedness evidenced hereby is subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as amended, the "Subordination Agreement") dated as of the date hereof, among the Borrower, the Agent and Fifth Third Bank, to the Senior Debt (as defined in the Subordination Agreement); and each holder of this Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

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

17. Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS AND DECISIONS OF THE STATE OF NEW YORK.

[remainder of page intentionally left blank;
signature page follows]

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 Hart
Name: Jeffrey Hart
Title: Secretary

ROMAN HOLDING, L.L.C.

By: Jeffrey Hart
Name: Jeffrey Hart
Title: Secretary

ROMAN HOLDINGS CORPORATION

By: Jeffrey Hart
Name: Jeffrey Hart
Title: Secretary

Attest:

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

GOLUB ASSOCIATES INCORPORATED, as Agent for the Purchasers

By: _____
Name: Gregory W. Cashman
Title: Vice President

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

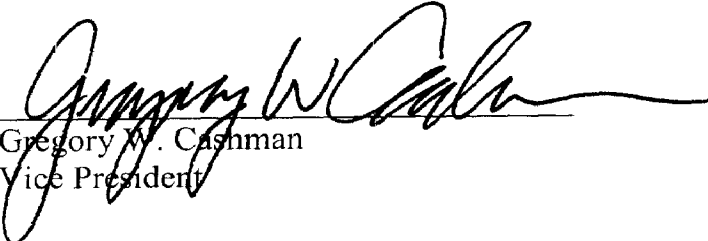
By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

GOLUB ASSOCIATES INCORPORATED, as
Agent for the Purchasers

By: 
Name: Gregory W. Cashman
Title: Vice President

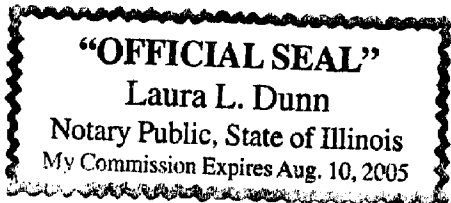
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hoat, personally known to me to be the Secretary 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)

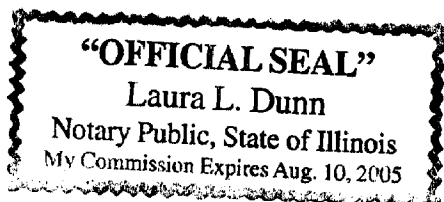
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hart, personally known to me to be the Secretary of Roman Holding, L.L.C. (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, 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 20 day of September, 2002.

(NOTARIAL SEAL)

Laura L. Dunn
Notary Public

My Commission Expires: Aug. 10, 2005



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

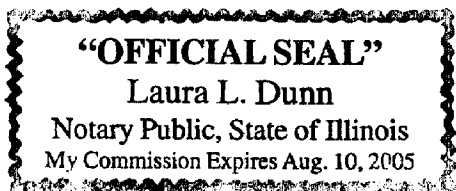
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Jeffrey Hart, personally known to me to be the secretary of Roman Holdings Corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, 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 20th day of September, 2002.

(NOTARIAL SEAL)

Laura L. Dunn
Notary Public

My Commission Expires: Aug. 10, 2005



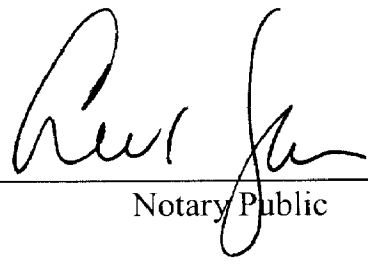
STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Gregory W. Cashman, personally known to me to be the Vice President of Golub Associates Incorporated, 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 corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 25th day of November, 2002.

(NOTARIAL SEAL)

LAURETTE V. KEIPER
Notary Public, State of New York
No. 01KE6042164
Qualified in New York County
Commission Expires May 15, 2006



Notary Public

My Commission Expires: 5-15-06

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.
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