

Form PTO-1594
(Rev. 03/01)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):
 CPFilms Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Ableco Finance LLC, as collateral agent
 Internal Address: 23rd Floor
 Street Address: 299 Park Avenue
 City: New York State: NY Zip: 10171

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other a Delaware Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment for Security

Execution Date: October 8, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
see attached schedule

B. Trademark Registration No.(s) _____
see attached schedule

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Santo Manna, Esq.
 Internal Address: Schulte Roth & Zabel LLP
 Street Address: 919 Third Avenue
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41) \$ 790
+ any additional fees
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.
Barbara Bauer-Padron  October 8, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 36

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

CH \$790.00 500675 78271597

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**CPFILMS INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Serial/ Registration Number	Filing Date/ Registration Date
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	July 8, 2003
GILA	78/271,591	July 8, 2003
HALCYON SHADES	78/261,052	June 11, 2003
HALCYON	78/177,946	October 24, 2002
GILA & Design	2,749,640	August 12, 2003
CLEARLES	76/310,414	September 7, 2001
SUN SCENTS	75/707,933	May 18, 1999
CPFILMS	2,503,446	November 6, 2001
CLEARFIL	2,498,735	October 16, 2001
SPECTRASELECT	2,276,564	September 7, 1999
UV SHIELD	2,251,790	June 8, 1999
LOW-E ULTRA	2,052,602	April 15, 1997
SOLAR STOP	2,184,382	August 25, 1998
WE'VE GOT THE SUN COVERED	2,089,742	August 19, 1997
LLUMARIZE	2,024,639	December 17, 1996
CENTAUR	1,996,092	August 20, 1996
VISTA	2,122,616	December 23, 1997
TPR TOTAL PERFORMANCE RATING	1,876,653	January 31, 1995
HPR	1,865,124	November 29, 1994
TITANIUMPLUS	1,889,282	April 11, 1995

Trademark	Serial/ Registration Number	Filing Date/ Registration Date
PLATINUM PLUS	1,874,669	January 17, 1995
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	May 16, 1995
LIMELIGHT	1,550,149	August 1, 1989
PAL	1,360,542	September 17, 1985
GILA RIVER	1,229,159	October 9, 1984
GILA	1,291,584	August 28, 1994
GILA GRAPHICS	1,276,080	May 1, 1984
DESIGN ONLY	1,299,158	October 9, 1984
GILA RIVER & Design	1,291,577	August 28, 1984
LLUMAR	1,089,700	April 18, 1978
GILA	1,208,135	September 14, 1982

EXECUTION VERSION**ASSIGNMENT FOR SECURITY****TRADEMARKS**

WHEREAS, CPFilms Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 8, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

WITNESS WHEREOF, the Assignor has caused this Assignment to be duly
executed and thereunto duly authorized as of October 8, 2003.

CPFILMS INC.

By: Kevin Wilson
Name: Kevin Wilson
Title: Vice President

STATE OF _____

ss.:

COUNTY OF _____

On this 8th day of October, 2003, before me personally came Kevin Wilson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of CPFilms Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of CPFilms Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

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IANTHY P. PRAWL
Notary Public, State of New York
No. 24-4967506
Qualified in Kings County
Commission Expires June 4, 2006