

05-16-2003

5/16/03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102450249

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

1. Name of conveying party(ies):

Tennessee Mat Company, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/13/03

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. Internal Address:

Street Address: 222 N. LaSalle St., 16th Floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) see attached Schedule A

B. Trademark Registration No.(s) see attached Schedule A

Additional number(s) attached Yes No

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

Name:

Internal Address:

Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Street:

City: State: Zip:

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41):

\$ 270.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson Name of Person Signing

Sharon S. Patterson Signature

5/14/03 Date

Total number of pages including cover sheet, attachments, and document: 6

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

05/19/2003 LNUELLER 00000034 1710171

01 FC:8521 02 FC:8522

40.00 OP 650.00 OP

TRADEMARK REEL: 002733 FRAME: 0825

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Comfort Deck	1,710,171	8/25/92
Diamond-Plate Spongecote	2,262,569	7/20/99
Ergo-Stance	1,708,370	8/18/92
Flex-Link	2,439,898	4/3/01
Gritworks!	2,311,819	1/25/00
Healthotic	2,195,646	10/13/98
High Performance Matting for a High Performance World	2,582,194	6/18/02
Lock Safe	1,256,220	11/1/83
Nitricell	2,447,357	5/1/01
Perimeter	2,410,668	12/5/00
Power Buy plus design	2,307,255	1/11/00
Powerbuy	2,307,254	1/11/00
Rejuventor	2,326,438	3/7/00
Resilion	2,440,020	4/3/01
Spongecote	2,557,637	4/9/02
Tennessee Mat Company	2,361,947	6/27/00
Tile-Top Spongecote	2,244,527	5/11/99
Tirex plus design	1,459,401	9/29/87
TMC logo	2,391,240	10/3/00
Wearwell	1,498,762	8/2/88
Wearwell plus design	2,635,030	10/15/02
Weldsafe	2,142,563	3/10/98
Work Safe	1,253,862	10/11/83
Workzone	2,328,494	3/14/00

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
24/Seven	78/165,678	9/19/02
Powerline	78/177,410	10/23/02
The Right Mat for the Right Job for the Right Price	76/227,746	3/21/01

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of May, 2003 by Tennessee Mat Company, Inc., a Tennessee corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

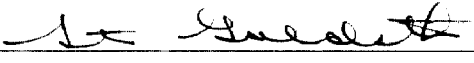
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TENNESSEE MAT COMPANY, INC.

By: 
Its: CFO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Its: _____

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

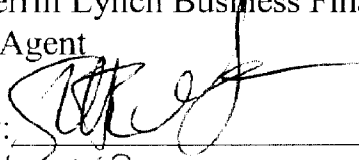
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TENNESSEE MAT COMPANY, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By:  _____
Its: VP _____

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