

FORM PTO-1618A  
Expires 06/30/99  
OAS 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name  
Effective Date  
Month Day Year \_\_\_\_\_
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Lesco, Inc.

Execution Date  
Month Day Year  
12 30 03

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Ohio

#### Receiving Party

Mark if additional names of receiving parties attached

Name PNC Bank, National Association

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One PNC Plaza - 2nd Floor

Address (line 2) 249 Fifth Avenue

Address (line 3) Pittsburgh Pennsylvania 15222

- Individual  General Partnership  Limited Partnership
- Corporation  Association

Other Bank

Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

CH \$640.00 024563 78248414

FORM PTO-1618B  
Expires 06/30/09  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="78/248,414"/>	<input type="text" value="78/253,694"/>	<input type="text"/>	<input type="text" value="2,875,530"/>	<input type="text" value="1,975,751"/>	<input type="text" value="2,088,494"/>
<input type="text" value="76/504,149"/>	<input type="text" value="76/387,990"/>	<input type="text"/>	<input type="text" value="1,487,270"/>	<input type="text" value="1,902,916"/>	<input type="text" value="1,989,473"/>
<input type="text"/>	<input type="text" value="78/295,410"/>	<input type="text"/>	<input type="text" value="1,938,082"/>	<input type="text" value="1,986,533"/>	<input type="text" value="1,989,470"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

Name of Person Signing



Signature

1/28/2004

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Lesco Services, Inc.

12 30 03

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Ohio

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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<u>1,989,474</u>	<u>1,415,551</u>	<u></u>
<u>1,938,075</u>	<u>2,518,525</u>	<u></u>
<u>1,901,402</u>	<u>2,113,129</u>	<u></u>
<u>1,915,665</u>	<u>1,543,159</u>	<u></u>
<u>2,081,918</u>	<u></u>	<u></u>
<u>2,534,814</u>	<u></u>	<u></u>
<u>1,818,653</u>	<u></u>	<u></u>

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/09  
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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Lesco Technologies, LLC

12 30 03

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship State of Incorporation/Organization Nevada

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)



RECORDATION FORM COVER SHEET  
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Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

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Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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State/Country

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Trademark Application Number(s)

Registration Number(s)

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of December 30, 2003 is entered into by and between each of the Borrowers listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "Pledgor" and collectively the "Pledgors"), and PNC Bank, National Association, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among each Pledgor as a borrower, the Lenders and the Agent as lenders (all as defined in the Credit Agreement), Agent and the Lenders have agreed to provide certain loans to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates (provided such Affiliates provide Interest Rate Protection Agreements) under the Credit Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the Other Documents as any of the same or any one or more of

them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Interest Rate Protection Agreement provided by the Agent, such Lenders or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule A, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as set forth on Schedule A, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) intentionally omitted;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing if and when a patent, trademark or copyright application for registration is made. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those 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, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby



expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public

offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever in the reasonable judgment of such Pledgor it is commercially reasonable to do so for marketability of the subject product) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. 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 clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 18. The Process Agent is LESCO, Inc. c/o General Counsel, with an office on the date hereof at 15885 Sprague Road, Strongsville, Ohio 44136, United States. Each Pledgor shall produce to the Agent evidence of the acceptance by Process Agent of such appointment.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF,

UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notices] of the Credit Agreement.


22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

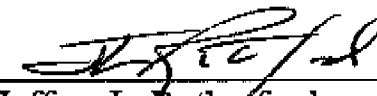
**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.


LESCO, INC.

By:   
Name: Jeffrey L. Rutherford  
Title: Senior Vice President, Chief Financial Officer and Secretary

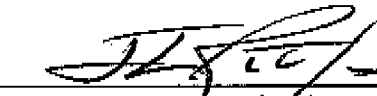
LESCO SERVICES, INC.

By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial Officer

LESCO TECHNOLOGIES, LLC

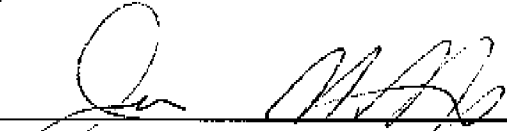
By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial Officer

AIM LAWN & GARDEN PRODUCTS, INC.

By:   
Name: Jeffrey L. Rutherford  
Title: Vice President and Chief Financial Officer

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By:   
Name: \_\_\_\_\_  
Title: James M. Stetly  
Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

<u>CHG No.</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Abstract</u>
28642/04 039	MATERIAL SPREADER	5,294,060	3/15/94	A material spreader includes a support frame and a pair of ground engaging wheels for rollingly supporting the frame. A hopper is attached to the support frame and includes first and second isolated chambers for holding first and second materials, respectively, to be spread. A first series of discharge openings in the bottom of the first chamber allows material to be discharged from the first chamber. A second series of discharge openings in the bottom of the second chamber allows material to be discharged from the second chamber. Slide valves are operable to selectively independently control the flow of material through the first and second series of discharge openings. A series of passages in a distribution manifold interconnect the first and second series of discharge openings. Each passage is isolated from the other passages and has two inlets and one outlet. One of the inlets to each passage is in the first series of discharge openings and the other one of the inlets to each passage is in the second series of discharge openings. The outlets of the passages discharge material onto an impeller.
28642/04 068	CONTROLLED RELEASE FERTILIZERS UTILIZING AN EPOXY POLYMER PRIMER COAT AND METHODS OF PRODUCTION	5,698,002	12/16/97	Controlled release, particulate fertilizer products having a water soluble fertilizer central mass encased in a plurality of water insoluble, abrasion resistant coatings plus coating compositions and methods for the production of such products are disclosed. At least one essential inner coating is an epoxide reaction product of A. at least one epoxide resin containing at least about 2 epoxide moieties per molecule, and B. at least one amine curing agent containing at least about two N-H moieties/molecule.
<b>TRADEMARK</b>	<u>Title</u>	<u>Application No.</u>	<u>Filed</u>	<u>Abstract</u>
28642/04 044	DUAL MODE SPREADER	09/965,260	9/27/01	A material spreader can be used as either a broadcast spreader or a drop spreader.
28642/04 198	IMPROVED FERTILIZER	10/718,052	11/20/03	A particulate fertilizer containing prodlamine is produced by impregnating the fertilizer with a solution of the prodlamine in N-methyl pyrrolidone.

C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04163	U. S.	CROSSCHECK	78/248,414	05/12/03			Pesticides, insecticides, fungicides and herbicides	Pending
04007	U. S.	DOUBLE EAGLE	76/381,575	03/13/02	2,875,530	11/25/03	Grass seed.	Registered
04032	U. S.	ELITE	73/607,853	07/03/86	1,487,270	05/10/88	Specialized turf fertilizer for use by professional turf managers on greens, tees, and mowed fairways of golf courses and commercially maintained lawns.	Registered & Incontestable
04062	U. S.	GROUND TAMER	76/504,149	03/31/03			Commercial grade utility vehicle.	Pending
04014	U. S.	LESCO	74/542,312	06/24/94	1,938,082	11/28/95	Cloth and rayon/nylon reinforced flags; cloth towels; disposable nylon towels.	Registered & Incontestable
04015	U. S.	LESCO	74/542,746	06/24/94	1,975,751	05/28/96	Brochures and instruction manuals concerning lawn care, landscaping and golf course maintenance applications and products, product application cards, greeting cards, self mailers and posting signs.	Registered & Incontestable
04017	U. S.	LESCO	74/544,526	07/01/94	1,902,916	07/04/95	Grass and flower seed.	Registered & Incontestable

TRADEMARK



C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04018	U. S.	LESCO	74/542,743	06/24/94	1,986,533	07/16/96	Power tools for lawn care, landscaping and golf course maintenance applications, namely hedge clippers, trimmers, blowers, lawn mowers, aerators, thatchers, lapping machines, spreaders, sprayers, foam marker machines, renovators for seeding, slicing and for dethatching and replacement parts for each of these products and non-power operated tools for lawn care, landscaping and golf course maintenance applications, namely seeders, spreaders, sprayers, mixing machine for pesticides, jet action deflectors for spreading, tree and ornamental feeders, drag mats, fertinjectors, spray guns and replacement parts for each of these items; mowing attachments and blades and irrigation roller bases, irrigation pumps and fitted spreader covers (007)	Registered & Incontestable

C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04019	U. S.	LESCO	74/542,741	06/24/94	2,088,494	08/19/97	Metal and aluminum products for use at golf courses, namely, hand-operated metal garden hose reels, pipe mounts, washer stands and replacement parts thereof, pipes for stands, stakes, signs, gas cans and replacement parts thereof, drum racks and replacement parts thereof, screws, bolts, hitch pins (006); Golf spike brushes, roller squeegees and replacement parts thereof, wastepaper baskets, and flower/plant pot holders (021); Hand-operated golf ball washers and replacement parts thereof, and golf course signs, markers and golf green cups (028)	Registered & Incontestable
04021	U. S.	LESCO	74/542,742	06/24/94	1,989,473	07/30/96	Plastic items for lawn care, landscaping and golf course maintenance applications, namely garden hoses and replacement parts thereof; plastic; pvc and poly pipe	Registered & Incontestable
04022	U. S.	LESCO	74/541,351	06/24/94	1,989,470	07/30/96	Fertilizers, herbicides, pesticides and fungicides for lawns, gardens, golf courses, athletic fields, theme parks, parks and similar uses.	Registered & Incontestable

TRADEMARK

REEL: 002783 FRAME: 0571

C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04023	U. S.	LESCO	74/542,744	06/24/94	1,989,474	07/30/96	Hand-held tools for lawn care and landscaping applications and for golf course maintenance, namely rakes, ball mark menders, divot forks, soil profilers, paint marking handles, line painters, drum openers, shovels, shears, saws, trowels, weeders, machetes, sodlifters, forks, hoes, pruners, scabbards, hand-operated sprayers for insecticides and pesticides, dew removing hand tools and replacement part thereof, t-handle soil probe, and replacement parts for each of the above-listed items	Registered & Incontestable
04025	U. S.	LESCO	74/540,911	06/22/94	1,938,075	11/28/95	Fungicides, herbicides for lawn, garden, golf courses, athletic fields, theme parks, parks and similar uses application; insecticides; insect repellents and other chemical pest control products, namely termiticides, aerosols, baits and other chemicals for controlling crawling insects, fleas, termites, and rodents	Registered & Incontestable
04043	U. S.	LESCO	74/542,745	06/24/94	1,901,402	06/27/95	Paint for industrial equipment and machinery, pruning paint, paint for turf marking and priming paint.	Registered & Incontestable
04156	U.S.	LESCODIRECT	78/239,211	4/17/03			Online retail store services in the field of turf maintenance, landscaping, and golf course maintenance	Pending

TRADEMARK

C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04016	U. S.	LESCO SERVICE CENTER	74/540,912	06/22/94	1,915,665	08/29/95	Wholesale and retail stores featuring turf maintenance and landscaping products and equipment, featuring, in most cases, the use of drive through facilities.	Registered & Incontestable
04024	U. S.	LESCO STORES-ON-WHEELS	74/584,423	10/11/94	2,081,918	07/22/97	Delivery by motorized vehicle of turf maintenance, landscaping and golf course maintenance products, accessories and equipment for the purpose of making such products available for on-site inspection and purchase	Registered & Incontestable
04197	U. S.	LIFEGUARD	78/300,160	09/15/03			Herbicide for use on turf grass and ornamental plantings.	Pending
04171	U. S.	MANICURE	78/295,410	09/03/03			Fungicides for turf, lawns, vegetables, fruit trees, flowers, shrubs and shade trees.	Pending
04030	U. S.	NOVEX	75/902,660	01/04/00			Herbicides, insecticides, pesticides, fungicides, miticides, and nematocides, for agricultural, commercial, industrial, professional, and domestic use.	Pending
04031	U. S.	NOVEX	75/981,514	01/24/00	2,534,814	01/29/02	Fertilizers for agricultural and domestic use in all types of markets.	Registered
04162	U. S.	NUCLEUS	78/248,436	05/12/03			Pesticides, Insecticides, fungicides, and herbicides	Pending

TRADE MARK

C,H&G 28642	Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods Description	Status
04027	U. S.	POLY PLUS	74/378,507	04/09/93	1,818,653	02/01/94	Fertilizer for grasses.	Registered & Incontestable; Renewal due 02/01/04; under preparation
04034	U. S.	PRE-M	73/588,739	03/18/86	1,415,551	11/04/86	Herbicides for lawns and turf.	Registered & Incontestable
04029	U. S.	PROSECUTOR	75/902,659	01/24/00	2,518,525	12/11/01	Turf and ornamental fungicide and herbicide.	Registered
04169	U.S.	STONEWALL	78/253,694	05/23/03			Turf & ornamental pre-emergent herbicide	Pending
04026	U. S.	STORES-ON-WHEELS	75/023,683	11/22/95	2,113,129	11/11/97	Retail services provided by motorized vehicle of turf maintenance, landscaping and golf course maintenance products, accessories and equipment for the purpose of making such products available for on-site inspection and purchase	Registered (Aff. of Use due 11/11/03; awaiting specimens)
04033	U. S.	TRACKER	73/762,076	11/07/88	1,543,159	06/13/89	Marking dye concentrates.	Registered & Incontestable
04005	U. S.	Z TWO	76/387,990	03/27/02			Riding lawn mowers.	Pending