

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Excello Specialty Company		11/14/2003	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Key Corporate Capital
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	INC. ASSOCIATION: MICHIGAN

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	773212	XLO
Registration Number:	1240342	ZONE-KOTE
Registration Number:	1342056	XLO
Registration Number:	1319371	SLIP 'N PLACE
Registration Number:	1365585	FOIL-KOTE
Registration Number:	1582537	KONTOUR
Registration Number:	2032905	EXPANDO
Registration Number:	2480398	SRB

CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-622-8200
Email:	ipdocket@calfee.com
Correspondent Name:	Calfee, Halter & Griswold LLP
Address Line 1:	800 Superior Ave.
Address Line 2:	1400 McDonald Investment Center

CH \$215.00 773212

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:

24823

NAME OF SUBMITTER:

Ryan W. Falk

Total Attachments: 6
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**GRANT OF SECURITY INTEREST
IN TRADEMARKS AND LICENSES (EXCELLO)**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of October 1, 2003, by and between THE EXCELLO SPECIALTY COMPANY, an Ohio corporation, having an office at 4495 Cranwood Parkway, Cleveland, Ohio 44128 ("Grantor") and KEY CORPORATE CAPITAL INC., a Michigan corporation, having an office at 127 Public Square, Cleveland, Ohio.

RECITALS

A. Grantor is the owner of certain trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Amended and Restated Credit and Security Agreement dated as of October 1, 2003 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, and certain other borrowers which are parties thereto (collectively, the "Borrowers"), Key Corporate Capital Inc., as lender (the "Lender") and KeyBank National Association, as letter of credit issuer (the "LC Issuer"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lender and the LC Issuer (collectively the "Loan Parties") will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Lender, for the benefit of the Loan Parties, a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, as amended from time to time by inclusion of trademarks acquired after the date hereof (the "Trademarks"), and the goodwill symbolized by the Trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the Trademarks and Goodwill which are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor and Lender hereby agree as follows:

1. Grantor grants to the Lender, for the benefit of the Loan Parties, as security for the Obligations, a security interest in and to the Trademarks and the Goodwill,;

2. Grantor grants to the Lender, for the benefit of the Loan Parties, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements

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grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on Exhibit B and from time to time thereafter) ("the Licenses");

3. Grantor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and goodwill acquired by Grantor after the date hereof;

4. Upon the satisfaction of all of the Obligations in full, Lender shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents, or other instruments in writing as may be reasonably requested by the Grantor, releasing the security interest in the Trademarks, Goodwill and Licenses granted by this Agreement.

IN WITNESS WHEREOF, Grantor and Lender have caused this Agreement to be signed by their authorized officers as of the day and year first above written.

THE EXCELLO SPECIALTY COMPANY

By: 
Jeffrey W. Jones, President

Date signed: 11-14-03

KEY CORPORATE CAPITAL INC.

By: 

Date signed: 11/14/03

[SEAL]

EXHIBIT A

TRADEMARKS/SERVICE MARKS

<u>Trademark/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
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SEE ATTACHED LIST WHICH IS HEREBY MADE A PART OF THIS EXHIBIT A

SCHEDULE A

UNITED STATES

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
XLO	173,243	07-18-1963	773,212	07-14-1964
ZONE-KOTE	367,272	06-01-1982	1,240,342	05-31-1983
XLO (stylized)	482,918	05-31-1984	1,342,056	06-18-1985
SLIP-N PLACE	474,067	04-06-1984	1,319,371	02-12-1985
FOIL-KOTE	478,586	05-03-1984	1,365,585	10-15-1985
KONTOUR	765,412	11-23-1988	1,582,537	02-13-1990
EXPANDO	74/663,209	04-19-1995	2,032,905	01-21-1997
SRB	75/591,845	11-19-1998	2,480,398	08-21-2001

BRAZIL

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
ZONE-KOTE	820540854	01-29-1998	820540854	11-16-1999
KONTOUR	820540862	01-29-1998	820540862	11-16-1999
XLO	820588008	02-27-1998	820588008	05-02-2000
SRB	822288168	12-15-1999		

COMMUNITY TRADEMARKS

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
ZONE-KOTE	990556	11-13-1998	990556	01-13-2000
KONTOUR	990135	11-13-1998	990135	01-14-2000
XLO	990127	11-13-1998	990127	01-13-2000
SRB	1403153	11-30-1999	1403153	11-27-2000

GREAT BRITAIN

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
ZONE-KOTE	2145387	09-18-1997	2145387	09-18-1997
KONTOUR	2145384	09-18-1997	2145384	09-18-1997
XLO	2145407	09-18-1997	2145407	09-18-1997

JAPAN

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
ZONE-KOTE	10-65787	07-31-1998	4432560	11-17-2000
KONTOUR	10-65788	07-31-1998	4432561	11-17-2000
XLO	10-65789	07-31-1998	4432562	11-17-2000
SRB	2001-084776	09-19-2001	4671680	05-16-2003

EXHIBIT B

Non-assignable Licenses

License Agreement dated October 1, 2002, by and between Cadillac Products Automotive Company and The Excello Specialty Company.

Plexus Service Agreement dated March 20, 2003, by and between Plexus Systems, L.L.C. and The Excello Specialty Company

SCHEDULE 1

Licensed Intellectual Property

Patents licensed under License Agreement dated October 1, 2002, by and between Cadillac Products automotive Company and The Excello Specialty Company:

U.S Patent No. 6,045,921 issued April 4, 2000
U.S Patent No. 5,409,779 issued April 25, 1995
U.S Patent No. 6,420,049 issued July 16, 2002

Intellectual Property rights licensed under Plexus Service Agreement dated March 20, 2003, by and between Plexus Systems, L.L.C. and The Excello Specialty Company:

Plexus client-server source code installed at Excello's location