

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Castle Rock Industries, Inc.		06/02/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris Trust and Savings Bank, in its capacity as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60690
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	78398527	CENTURY 400
Serial Number:	78384430	CHARIOT
Serial Number:	78380160	URINE RESCUE
Serial Number:	78361964	SAFE DRI
Serial Number:	78359306	POWERDIRECT
Serial Number:	78282466	NORTHWIND
Serial Number:	78257678	COMPASSRINSE
Serial Number:	78257688	COMPASSCLEAN
Serial Number:	78257684	COMPASSSHINE
Serial Number:	76515566	LIQUID SLURRY
Serial Number:	76511407	PEAK
Serial Number:	78241488	COMPASS
Serial Number:	76507340	CLEANTEK
Serial Number:	76506675	GRIPLOK
Serial Number:	78230195	STORM

OP \$1215.00 78398527

Serial Number:	76495984	EVEREST
Serial Number:	76497984	MATTETEK
Serial Number:	76497983	SATINTEK
Serial Number:	76493450	2 STEP
Serial Number:	76417308	SQUEEZE PLAY
Serial Number:	74176301	NINJA
Serial Number:	73591746	WINDSOR
Serial Number:	75651045	SENSOR
Serial Number:	75193962	TRACKER
Serial Number:	75150046	WAVE
Serial Number:	75110373	FLEX
Serial Number:	74731594	EXPERT
Serial Number:	74682278	WINDSOR
Serial Number:	74478980	WI
Serial Number:	74434624	QUEST
Serial Number:	74324580	VERSAMATIC
Serial Number:	73492221	DRI-MATIC
Serial Number:	76453211	THE INFERNO
Serial Number:	76451986	PROCHEM SYSTEM
Serial Number:	76352718	HEAT WAVE
Serial Number:	75918437	FILTER-OUT
Serial Number:	75922564	POWER BURST
Serial Number:	75298949	SPOT PRO
Serial Number:	74650687	FOURGUARD
Serial Number:	74559544	DRY SLURRY
Serial Number:	74429772	VALUESAFE
Serial Number:	73711652	STAIN-PRO
Serial Number:	73561296	FLUOROSIL
Serial Number:	73500661	DUO
Serial Number:	73500654	ULTRAPAC
Serial Number:	73220515	PROCHEM
Serial Number:	73220514	PROCHEM
Serial Number:	72319730	PROFESSIONAL CHEMICALS

CORRESPONDENCE DATA

TRADEMARK
REEL: 002876 FRAME: 0896

Fax Number: (312)863-7442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3863
Email: mary.schmidt@goldbergkohn.com
Correspondent Name: Mary A. Schmidt
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60690

ATTORNEY DOCKET NUMBER:	2072.025
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NAME OF SUBMITTER:	Mary A. Schmidt
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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of this _____ day of _____, 2004 by Castle Rock Industries, Inc., a Delaware corporation ("Grantor"), in favor of Harris Trust and Savings Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Windsor Industries, Incorporated, a Colorado corporation, Professional Chemicals Corporation, an Arizona corporation, TS Service Corp., a Pennsylvania corporation, Graco Manufacturing Company, Inc., a Pennsylvania corporation (collectively, the "Borrowers"), Grantee and Lenders are entering into that certain Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders will make loans and other financial accommodations to or for the benefit of Grantor;

WHEREAS, Grantor, Professional Equipment Acceptance Corporation, an Arizona corporation, and T&G Management Services, Inc., a Pennsylvania corporation (collectively "Guarantors") are parties to a Guaranty dated as of the date hereof (such Guaranty, as the same has been and may from time to time hereafter be amended or modified, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Guaranty"), pursuant to which the Guarantors have jointly and severally guaranteed the full and prompt payment when due of the obligations of Borrowers to Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement to be entered into by and between the Borrowers, the Guarantors and Grantee as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names, trademark licenses and trade styles (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Borrowers to Grantee and Lenders 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, 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 or acquired:

(i) each Trademark listed on Schedule 1 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.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and the Security Agreement have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing, except where failure to so maintain would not have a Material Adverse Effect.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark, Grantor shall give to Grantee prompt written notice thereof.

8. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks are and remain enforceable, except, in any case, where Grantor determines in its business judgment that any Trademark or trademark application has nominal value or is not useful to the Grantor's business.

9. Grantee's Right to Sue. During the existence of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 9 other than any costs or expenses incurred by the Grantee as a result of its gross negligence or willful misconduct.

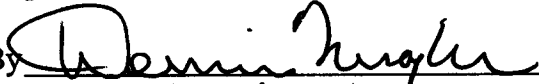
10. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor 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 Obligations shall have been paid in full and the Credit Agreement and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that the

use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

[signature page follows]

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

CASTLE ROCK INDUSTRIES, INC., a Delaware corporation

By 
Name Dennis Meagher
Title Assistant Treasurer

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	FILING DATE	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE
Century 400	4/8/04	Pending – Initialized	78-398527	N/A	3/15/95
Chariot	3/15/04	Pending – Initialized	78-384430	N/A	N/A
Urine Rescue	3/8/04	Pending – Initialized	78-380160	N/A	N/A
Safe Dri	2/3/04	Pending – Initialized	78-361964	N/A	N/A
Powerdirect	1/29/04	Pending – Initialized	78-359306	N/A	N/A
Northwind	8/12/03	Pending	78-282466	N/A	N/A
Compassrinse	6/3/03	Pending	78-257678	N/A	N/A
Compassclean	6/3/03	Pending – Passed by Examiner	78-257688	N/A	N/A
Compassshine	6/3/03	Pending	78-257684	N/A	N/A
Liquid Slurry	5/19/03	Pending	76-515566	N/A	N/A
Peak	5/2/03	Published	76-511407	N/A	N/A
Compass	4/24/03	Allowed – Intent to Use	78-241488	N/A	7/15/03
Cleantek	4/7/03	Allowed – Intent to Use	76-507340	N/A	N/A
Griplok	4/3/03	Allowed – Intent to Use	76-506675	N/A	N/A
Storm	3/26/03	Allowed – Intent to Use	78-230195	N/A	N/A
Everest	3/10/03	Allowed – Intent to Use	76-495984	N/A	N/A
Mattetek	3/7/03	Allowed – Intent to Use	76-497984	N/A	N/A
Satintek	3/7/03	Allowed – Intent to Use	76-497983	N/A	N/A
2Step	2/20/03	Pending	76-493450	N/A	8/13/02
Squeeze Play	5/28/02	Allowed – Intent to Use	76-417308	N/A	N/A
Ninja	6/17/91	Renewed	74-176301	1727191	9/89
Windsor	4/7/86	Registered	73-591746	1444924	9/1/71

MARK	FILING DATE	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE
Sensor	3/1/99	Registered	75-651045	2783471	10/31/91
Tracker	11/6/96	Registered	75-193962	2206093	10/16/96
Wave	8/14/96	Registered	75-150046	2322051	10/96
Flex	5/28/96	Registered	75-110373	2386692	10/96
Expert	9/19/95	Registered	74-731594	2072607	8/96
Windsor	5/30/95	Registered	74-682278	2024987	N/A
WI	1/14/94	Registered	74-478980	1888210	9/1/71
Quest	9/13/93	Registered	74-434624	1840329	7/20/93
Versamatic	10/21/92	Renewed	74-324580	1775079	7/80
Dri-Matic	7/30/84	Registered	73-492221	1354870	4/2/84
The Inferno	9/26/02	Allowed – Intent to Use	76-453211	N/A	N/A
Prochem System	9/23/02	Registered	76-451986	2773328	10/95
Heat Wave	12/26/01	Registered	76-352718	2654186	10/26/01
Filter-Out	2/14/00	Registered	75-918437	2489280	3/6/00
Power Burst	2/14/00	Registered	75-922564	2491479	3/6/00
Spot Pro	5/27/97	Registered	75-298949	2216734	8/4/97
Fourguard	3/23/95	Registered	74-650687	2032847	2/26/96
Dry Slurry	8/9/94	Registered	74-559544	1981966	1984
Valuesafe	8/30/93	Registered	74-429772	1840249	5/5/93
Stain-Pro	2/16/88	Registered	73-711652	1514205	9/11/87
Fluorosil	10/3/85	Registered	73-561296	1392835	9/23/85
Duo	9/24/84	Registered	73-500661	1337494	4/18/84
Ultrapac	9/24/84	Registered	73-500654	1372049	1/4/84
Prochem	6/21/79	Renewed	73-220515	1163290	12/1/77
Prochem	6/21/79	Renewed	73-220514	1162475	12/1/77

Professional Chemicals	2/20/69	Renewed	72-319730	880609	6/15/68