



12-29-2003

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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): 12-19-03
The C.P. Hall Company

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

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

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address: _____
Address: _____
Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

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

Execution Date: 12/19/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) see attachment

B. Trademark Registration No.(s) see attachment

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nicole M. Walker
 Internal Address: Neal, Gerber & Eisenberg LLP

 Street Address: Two North LaSalle Street

 City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41).....\$ 965.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502261

DO NOT USE THIS SPACE

9. Signature.
Nicole M. Walker [Signature] 12/19/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

12/24/2003 ECOOPER 00000260 502261 75668141
01 FC:0521 40.00 DA
02 FC:0522 925.00 DA

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

TRADEMARK APPLICATIONS

HALLSERV	75/668141
HALLBRITE SPECTRASOLV	76/358742
SPECTRASOLV	76/358743
POLYCRYLENE	76/491188

REGISTERED TRADEMARKS

PARA-FLUX	0205178
MAGLITE	0391917
DESIGN	0419474
DESIGN	0419599
DESIGN	0419600
DESIGN	0419601
DESIGN	0419727
MONOPLEX	0432867
MARMAG	0666738
HALLCO	0723733
STAFLEX	0843087
EMULVIS	1032661
PLASTHALL	1180709
PARAPLEX	1252592
HALLCOMID	1322832
HALLCOTE	1332724
SUPRMIX	1582116
URETHHALL	1728517
D-148	1898502
GLYSO-LUBE	1909689
ZINCOTE	1911015
WET ZINC	1927485
QUIKOTE	1950251

MAGCARB	1954415
DESIGN	2016966
TEGMER	2037232
HALLSTAR	2090136
HALLTRESS	2090137
HALLBRITE	2090138
NOT JUST BETTER BRILLIANTLY BETTER	2110794
NOT JUST BETTER BRILLIANTLY BETTER	2161480
HALLCOMAG	2445078
TQ	2523131
HALLCO-PLEX	2594709

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

THIS PATENT AND TRADEMARK COLLATERAL ASSIGNMENT (this "Agreement"), dated as of December 19, 2003 is executed by THE C.P. HALL COMPANY, an Ohio corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

WITNESSETH:

WHEREAS, the Grantor, RTD Hallstar, Inc., a Delaware corporation ("RTD"), CPH Holding Corp., an Illinois corporation, and the Lender are parties to a Credit Agreement dated as of the date hereof (as amended, modified, supplemented or restated, the "Credit Agreement") pursuant to which the Lender has agreed to make certain Credit Extensions to or for the account of the Grantor and RTD (individually, a "Borrower" and collectively, the "Borrowers");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Property (as defined below) and Patent Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make the Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Agreement" is defined in the Preamble.

"Credit Agreement" is defined in the Recitals.

"Grantor" is defined in the Preamble.

"Lender" is defined in the Recitals.

"Patent" is defined in Section 2.

“Patent Property” is defined in Section 2.

“Security Agreement” is defined in the Recitals.

“Trademark” is defined in Section 2(a).

“Trademark Property” is defined in Section 2.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor hereby collaterally assigns, grants and pledges to the Lender a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States Federal or state government, and corresponding offices in other countries of the world, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (collectively, the “Trademark Property”).

(f) all letters patent (“Patents”) and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule II attached hereto.

(g) all patent licenses, including each patent license referred to in **Item B** of **Schedule II** attached hereto;

(h) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in **clauses (f)** and **(g)** above;

(i) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item A** of **Schedule II** attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in **Item B** of **Schedule II** attached hereto, and all rights corresponding thereto throughout the world (collectively, the "Patent Property").

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Property and Patent Property with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Credit Agreement, the Security Agreement and all other Collateral Documents (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. No Further Trademark Registrations Without Security Interest on File. The Grantor hereby covenants that (a) it shall promptly, but no later than five days, after filing any additional Trademark or Patent applications with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, it shall execute and file (at its expense) either a supplement substantially identical to this Agreement covering such application in the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Lender shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of the Lender in such applications, such documents reflecting such security interests in favor of the Lender to be on file in any event in all requisite offices within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments of the Lender under the Credit Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property and Patent Property which has been granted hereunder.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Property and Patent Property granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Covenants. In addition to and not in limitation of the covenants and agreements contained in the Security Agreement, Grantor hereby covenants and agrees that it will not enter into any Trademark or Patent licenses or any other agreements that provide Grantor with the right to use Trademarks or patents after the date hereof which would restrict the ability of Grantor to grant a security interest in favor of the Lender therein unless it obtains the prior written consent of the Lender.

SECTION 8. Grant of License to Use Trademark and Patent Property. For the purpose of enabling the Lender to exercise rights and remedies under this Agreement, the Security Agreement, the Credit Agreement and all other Loan Documents, at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to the Lender, to the extent the Lender chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default, the Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to the Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Trademark Property or Patent Property now owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property or Patent Property consists of Trademark or Patent licenses or other agreements that provide Grantor with the right to use Trademarks or patents the non-exclusive license granted hereby to the Lender shall be subject to the terms and conditions contained in such Trademark or Patent licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of the Lender under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Lender and the interest of the Lender in the Collateral, afford the Lender greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

SECTION 11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


SECTION 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

THE C.P. HALL COMPANY

By: 
Title: President and Chief Operating Officer
Address: 311 South Wacker Drive
Chicago, Illinois 60606

Attention: Thomas C. Seum
Facsimile Number: (312) 554-7499

[Signature Page to Patent and Trademark Collateral Assignment]

SCHEDULE I

THE C.P. HALL COMPANY

Item A. Trademarks

Registered Trademarks

Client	Matter	Country	Mark	Class	Reg No	Reg Date	Status
27702	10028	CANADA	BUNATAK	0	19221	10-Mar-74	
27702	60016	UNITED STATES	D-148	4	1898502	13-Jun-95	
27702	10026	UNITED STATES	EMULVIS	1	1032661	10-Feb-76	
27702	10007	UNITED STATES	FLAME ON COLORED DESIGN	6	419727	05-Mar-46	
27702	10009	UNITED STATES	FLAME ON COLORED DESIGN	16	419601	26-Feb-46	
27702	10006	UNITED STATES	FLAME ON DESIGN	4	419599	26-Feb-46	
27702	10005	UNITED STATES	FLAME ON DESIGN	1	419474	19-Feb-46	
27702	10008	UNITED STATES	FLAME ON DESIGN	11	419600	26-Feb-46	
27702	60027	UNITED STATES	GLYSO-LUBE	4	1909689	08-Aug-95	
27702	60360	UNITED STATES	HALLBRITE	1	2090138	19-Aug-97	
27702	10027	UNITED STATES	HALLCO	6	723733	14-Nov-61	
27702	60910	UNITED STATES	HALLCO-PLEX	1	2594709	16-Jul-02	
27702	60954	UNITED STATES	HALLCOMAG	1	2445078	17-Apr-01	
27702	10011	UNITED STATES	HALLCOMID	1	1322832	05-Mar-85	
27702	10012	UNITED STATES	HALLCOTE	1	1332724	30-Apr-85	
27702	60359	UNITED STATES	HALLSTAR	1	2090136	19-Aug-97	
27702	60361	UNITED STATES	HALLTRESS	1	2090137	19-Aug-97	
27702	60418	BRAZIL	MAGCARB	1.9	4509013	15-Jun-72	
27702	60418	CANADA	MAGCARB	0	137821	23-Oct-64	
27702	60418	DENMARK	MAGCARB	1	4161966	12-Feb-66	
27702	60418	FRANCE	MAGCARB	1	1462810	29-Apr-88	
27702	60418	HONG KONG	MAGCARB	1	0000484/64	05-Jun-64	
27702	60418	ITALY	MAGCARB	1	455114	10-Nov-86	
27702	60418	NORWAY	MAGCARB	1	62562	19-Sep-63	
27702	60418	SOUTH AFRICA	MAGCARB	1	00063/1470	13-Aug-69	
27702	60418	SPAIN	MAGCARB	1	423741	13-Sep-66	

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27702	60418	SWITZERLAND	MAGCARB	1	325573	20-May-83
27702	60418	UNITED STATES	MAGCARB	1	1954415	06-Feb-96
27702	10031	ARGENTINA	MAGLITE	1	1449845	30-Jun-93
27702	10031	AUSTRALIA	MAGLITE	1	000A157360	18-May-61
27702	10031	AUSTRIA	MAGLITE	1	50776	20-Aug-63
27702	10031	BENELUX	MAGLITE	1	70848	21-Dec-73
27702	10031	BRAZIL	MAGLITE	1	4508505	14-Jun-72
27702	10031	CANADA	MAGLITE	1	137636	09-Oct-64
27702	10031	COLOMBIA	MAGLITE	1	158960	28-Apr-94
27702	10031	DENMARK	MAGLITE	1	196000488	27-Feb-60
27702	10031	FINLAND	MAGLITE	1	44971	21-Jun-65
27702	10031	FRANCE	MAGLITE	1	1267239	22-Apr-59
27702	10031	GERMANY	MAGLITE	1	736042	28-Apr-60
27702	10031	GREAT BRITAIN	MAGLITE	1	789902	21-Apr-59
27702	10031	GREECE	MAGLITE	1	25017	20-Dec-60
27702	10031	HONG KONG	MAGLITE	1	0000198/60	02-Mar-60
27702	10031	INDONESIA	MAGLITE	1	285602	09-Jan-93
27702	10031	INTERNATIONAL TRADEMARK	MAGLITE	1	411480	27-Nov-74
27702	10031	ITALY	MAGLITE	1	870108	17-Sep-60
27702	10031	JAPAN	MAGLITE	1	1387191	30-Aug-79
27702	10031	MEXICO	MAGLITE	1	406363	19-Feb-92
27702	10031	NORWAY	MAGLITE	1	62565	19-Sep-63
27702	10031	PORTUGAL	MAGLITE	1	186937	29-Dec-81
27702	10031	SINGAPORE	MAGLITE	1	60810	13-May-74
27702	10031	SOUTH KOREA	MAGLITE	10	237140	07-May-92
27702	10031	SRI LANKA	MAGLITE	1	20733	04-Dec-59
27702	10031	SWEDEN	MAGLITE	1	90357	23-Sep-60
27702	10031	SWITZERLAND	MAGLITE	1	325575	20-May-63
27702	10031	TAIWAN	MAGLITE	1	10958	01-Oct-60

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27702	10031	THAILAND	MAGLITE	3	22829	19-Nov-59
27702	10031	UNITED STATES	MAGLITE	1	391917	02-Dec-41
27702	1031A	JAPAN	MAGLITE (IN KATAKANA)	1	1387192	30-Aug-79
27702	10032	AUSTRALIA	MARMAG	1	000A157362	03-Dec-59
27702	10032	BENELUX	MARMAG	1	496776	26-Apr-91
27702	10032	DENMARK	MARMAG	1	0001704/60	23-Jul-60
27702	10032	FRANCE	MARMAG	1	1271775	09-May-74
27702	10032	GERMANY	MARMAG	1	935115	04-Sep-75
27702	10032	GREAT BRITAIN	MARMAG	1	962694	21-Jul-70
27702	10032	GREECE	MARMAG	1	25020	24-Nov-59
27702	10032	HONG KONG	MARMAG	1	0000202/60	27-Nov-59
27702	10032	MYANMAR	MARMAG	0	0000928/60	26-May-60
27702	10032	SWEDEN	MARMAG	1	102935	08-Jun-62
27702	10032	TAIWAN	MARMAG	1	10955	01-Oct-60
27702	10032	THAILAND	MARMAG	3	37205	19-Nov-59
27702	10032	UNITED STATES	MARMAG	1	666738	09-Sep-58
27702	10003	AUSTRALIA	MONOPLEX	1	000A208931	20-Mar-67
27702	10003	BRAZIL	MONOPLEX	1	6651380	10-Mar-78
27702	10003	CANADA	MONOPLEX	0	000131/337	30-May-49
27702	10003	CHILE	MONOPLEX	1	617911	17-Nov-81
27702	10003	FRANCE	MONOPLEX	1	1394810	19-Feb-87
27702	10003	GREAT BRITAIN	MONOPLEX	1	834139	04-May-83
27702	10003	ITALY	MONOPLEX	1	116075	20-Feb-54
27702	10004	JAPAN	MONOPLEX	1	445457	28-May-84
27702	10003	UNITED STATES	MONOPLEX	1	432867	16-Sep-47
27702	10003	JAPAN	MONOPLEX IN KATAKANA	1	519987	09-May-88
27702	60482	UNITED STATES	NOT JUST BETTER. BRILLIANTLY BETTER.	40	2161480	02-Jun-98
27702	60481	UNITED STATES	NOT JUST BETTER, BRILLIANTLY BETTER.	1	2110794	04-Nov-97
27702	10010	UNITED STATES	PARA-FLUX	12	205178	03-Nov-25

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27702	10002	AUSTRALIA	PARAPLEX	0	0000A97923	16-Feb-84
27702	1002A	PERU	PARAPLEX	0	93202	01-Sep-86
27702	10002	TAIWAN	PARAPLEX	1	9287	01-Aug-59
27702	10002	UNITED STATES	PARAPLEX	1	1252592	04-Oct-83
27702	10002	URUGUAY	PARAPLEX	0	232981	11-Sep-90
27702	10001	UNITED STATES	PLASTHALL	1	1180709	08-Dec-81
27702	60022	UNITED STATES	QUIKOTE	4	1950251	23-Jan-96
27702	60684	UNITED STATES	SAILING SHIP DESIGN	1	2016966	19-Nov-96
27702	60267	UNITED STATES	STAFLEX	1	843087	30-Jan-68
27702	10000	UNITED STATES	SUPRMIX	1	1582116	13-Feb-90
27702	60321	UNITED STATES	TEGMER (STYLIZED)	1	2037232	11-Feb-97
27702	10024	UNITED STATES	URETHHALL	1	1728517	27-Oct-92
27702	60025	UNITED STATES	WET ZINC	4	1927485	17-Oct-95
27702	60024	UNITED STATES	ZINCOTE	4	1911015	15-Aug-95

Pending Trademark Applications

Client	Matter	Coun try	Mark	Class	Appl No	Filed	Status
27702	10003	COLOMBIA	MONOPLEX	1	193536	17-Jul-80	
27702	10031	PHILIPPINES	MAGLITE	1	77747	18-Sep-91	
27702	60951	UNITED STATES	HALLSERV	3537	075/668141	25-Mar-99	
27702	61259	UNITED STATES	SPECTRASOLV	1	076/358743	15-Jan-02	
27702	61260	UNITED STATES	HALLBRITE SPECTRASOLV	1	076/358742	15-Jan-02	
27702	61621	UNITED STATES	POLYCRYLENE	1	076/491188	19-Feb-03	