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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

TRADEMARKS ONLY

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

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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):
Airtite, Inc.

☐ 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: U. S. Bank, N.A.
Internal Address:
Street Address: 9900 West 87th Street
City: Overland Park State: KS Zip: 66213

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other national banking association

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: 12/18/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2135423

Additional number(s) attached ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patricia A. Toalson
Internal Address: Husch & Eppenberger, LLC
Street Address: 1200 Main Street, Suite 1700
City: Kansas City State: MO Zip: 64105-2100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Patricia A. Toalson — Name of Person Signing
Patricia A. Toalson — Signature
January 19, 2004 — Date

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

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

01/29/2004 MGETACHE 00000107 2135423
01 FC:8521 40.00 OP

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this **"Agreement"**), dated as of December 18, 2003, is executed by Airtite, Inc., a Nebraska corporation with its chief executive office and principal place of business located at 343 Carol Lane, Elmhurst, Illinois 60126 (**"Assignor"**), in favor of U.S. Bank, N.A., a national banking association organized and existing under the laws of the United States of America with an office located at 9900 West 87th Street, Overland Park, Kansas 66213 (**"Bank"**).

CDM Service Group, Inc., a Nebraska corporation (**"Borrower"**), and Bank are parties to a Second Amended and Restated Loan Agreement of even date herewith (as amended, supplemented, or restated from time to time, the **"Loan Agreement"**), pursuant to which Bank has agreed to make loans and extend other financial accommodations to Borrower.

From proceeds of the loans under the Loan Agreement, Borrower will make loans to Assignor.

Assignor guaranteed Borrower's obligations under the Loan Agreement to Bank, pursuant to a Limited Guaranty Agreement of even date herewith (as amended, supplemented, or restated from time to time, the **"Guaranty"**).

Assignor is or will be, on and after January 1, 2004, the record and beneficial owner of certain trademark rights. Assignor has granted to Bank a security interest in and lien on, certain other assets relating to products sold under the Trademarks (as defined below), pursuant to a Security Agreement, dated the date hereof, executed by Assignor in favor of Bank (the **"Security Agreement"**).

Assignor benefits from the financial accommodations made by Bank to Borrrower under the Loan Agreement.

As a condition to Bank's advances under the Loan Agreement to Borrower, Assignor has agreed to collaterally assign to Bank and to grant Bank a security interest in Assignor's trademark rights in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants contained in this Agreement and to induce Bank to enter into the Loan Agreement, Assignor hereby agrees as follows:

1. Grant of Security Interest; Collateral Assignment.

a. To secure the performance of all obligations of any kind under or in connection with the Guaranty and all obligations of Assignor now or hereafter existing under this Agreement, including all fees, costs, and expenses whether in connection with the collection actions hereunder or otherwise (collectively, the **"Secured Obligations"**), Assignor grants to Bank a continuing security interest in all of its right, title, and interest in and to the trademarks, trade names, and service marks listed in Exhibit 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

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infringements; all rights corresponding thereto throughout the world; and all renewals thereof (collectively, the **"Trademarks"**), and all goodwill of the business to with the Trademarks relate (the **"Goodwill"** and, together with the Trademarks, the **"Trademark Collateral"**).

b. In addition, Assignor presently assigns and conveys to Bank all of its right, title, and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, immediately, and automatically upon the occurrence of an Event of Default (as defined below).

2. Representations and Warranties. Assignor represents and warrants to Bank that:

a. the registrations of the Trademarks listed in Exhibit A are subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

b. the Trademarks listed in Exhibit A are valid and enforceable;

c. no claim has been made that the use of the Trademarks violate the rights of any third person;

d. Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons;

e. Assignor has the unqualified right to enter into this Agreement and to perform its terms;

f. the Trademarks are the only trademarks, trade names, and service marks currently used by Assignor in its business operations or otherwise;

g. no consent, approval, authorization, or other order or action by, and no notice to or filing with, any federal, state, or local government, any regulatory, administrative, or other agency or department thereof, or any other person is required for (i) Assignor's grant of a security interest in or assignment of the Trademark Collateral pursuant to this Agreement, (ii) the execution, delivery, or performance of this Agreement by Assignor, or (iii) the exercise by Bank of the rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally;

h. the pledge and assignment of the Trademark Collateral pursuant to this Agreement and the filing of this Agreement with the United States Patent and Trademark Office will create a valid, first-priority lien on and a first-priority, perfected security interest in favor of Bank in the Trademark Collateral, securing the performance of the Secured Obligations, subject to no other lien or encumbrance; and

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i. this Agreement has been duly authorized, executed, and delivered by Assignor and constitutes a legal, valid, and binding obligation of Assignor enforceable against Assignor in accordance with its terms.

3. Covenants. Assignor covenants and agrees that, until the date on which the Secured Obligations have been completely discharged (the **"Termination Date"**):

a. without the prior written consent of Bank, Assignor shall not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement;

b. at its expense, Assignor shall promptly execute, acknowledge, and deliver all instruments and take all actions as Bank from time to time may request in order to ensure to Bank the benefits of the liens in and to the Trademark Collateral intended to be created by this Agreement and shall cooperate with Bank in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law in connection with such liens or any sale or transfer of the Trademark Collateral;

c. Assignor shall use the proper statutory notices in connection with its use of the Trademarks;

d. Assignor shall use consistent standards of quality in the manufacture and/or sale of products sold under the Trademarks;

e. Assignor has and shall defend the title to the Trademark Collateral and the liens of Bank in the Trademark Collateral against the claim of any person and shall maintain and preserve such liens; and

f. upon obtaining rights to any registrations of any new trademarks, trade names, service marks, or application therefor, Assignor shall promptly (and in any event within three business days) notify Bank thereof, the provisions of Section 1 shall automatically apply thereto, and Assignor shall take any and all actions necessary to evidence Bank's security interest therein and lien thereon.

4. Further Assurances. At any time and from time to time, at the expense of Assignor, Assignor shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that Bank may request to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Bank to exercise its rights and remedies hereunder.

5. Inspection Rights. Assignor grants to Bank and its employees, agents, and designees the right to visit Assignor's plants and facilities which manufacture, inspect, or store products sold under the Trademarks listed in Exhibit A and to inspect the products and quality control records related thereto. Assignor shall do any and all acts required by Bank to ensure Assignor's compliance with this Agreement.

6. Modification by Bank. Assignor authorizes Bank to modify this Agreement by amending Exhibit A to include future registrations of any future trademarks, trade names, service

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marks, or applications therefor which are or may be Trademark Collateral under Section 1 or 3(f), without the signature of Assignor to the extent permitted by applicable law.

7. Grant of License. Assignor presently grants to Bank a license to use the Trademark Collateral in connection with the Collateral (as defined in the Security Agreement) upon and after an Event of Default (as defined below). The license granted in this Section 7 may be transferred by Bank, without Assignor's consent, to any successor or assignee of Bank and to any purchaser or other transferee of the Collateral (or any portion thereof). This license may not be revoked until the Termination Date.

8. Rights of Assignor. Unless and until an Event of Default shall have occurred, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor shall not sell or assign its interest in, or grant any license under any Trademark Collateral, other than the license to Bank under this Agreement, without the prior written consent of Bank.

9. Default. If any default under the Guaranty, the Security Agreement, the Loan Agreement, or the Other Agreements (as defined in the Loan Agreement) shall have occurred, or if Assignor shall fail to perform any obligation herein or observe any covenant contained herein (each, an **"Event of Default"**), Assignor's ownership and right shall immediately terminate, and in addition to all other rights and remedies given it by this Agreement, Bank shall have those rights and remedies provided in the Guaranty, the Security Agreement, the Loan Agreement, and the Other Agreements, allowed by law, and available to a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral (or any portion thereof) may be located.

10. Termination of Agreement. Immediately following the Termination Date, this Agreement shall terminate, and Bank shall execute and deliver to Assignor, at Assignor's expense and without recourse, representation, or warranty, all deeds, assignments, and other instruments as may be necessary or proper to re-vest full title to the Trademark Collateral in Assignor, free of any lien or other interest created by or on behalf of Bank, subject to any disposition thereof which may have been made by Bank pursuant to this Agreement.

11. Expenses. Any and all fees, costs, and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by Bank 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, and encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, to the extent permitted by applicable law, shall be borne and paid by Assignor on demand by Bank and until so paid shall be included as Secured Obligations under this Agreement and shall bear interest at the Default Rate (as defined in the Loan Agreement).

12. Preservation of Trademark Rights. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any trademark registration applications of any

Trademark pending as of the date of this Agreement or thereafter until the Termination Date, to make federal application on unregistered trademarks, to file and prosecute opposition and cancellation proceedings, and to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark, without the prior written consent of Bank. Assignor shall have the right, with the consent of Bank, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name, to enforce or protect any Trademark, and to join Bank, if necessary, as a party to such suit so long as Bank is satisfied, in its sole discretion, that such joinder will not subject Bank to any risk of liability. Upon demand, Assignor shall promptly reimburse and indemnify Bank for all damages, costs, and expenses, including legal fees, incurred by Bank in the fulfillment of any provision of this Section 12.

13. Bank Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Bank to make, constitute, and appoint any officer or agent of Bank, as Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to endorse Assignor's name on all applications, documents, papers, and instruments necessary for Bank to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Bank or to any third person, or to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademark Collateral to any third person. Assignor ratifies all that such attorney shall lawfully do or cause to be done pursuant to this Agreement. This power of attorney shall be irrevocable for the life of this Agreement.

14. Bank May Act. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor agrees to reimburse Bank in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending, or maintaining the Trademark Collateral to the extent permitted by applicable law.

15. No Waiver. No course of dealing between Assignor and Bank, nor any failure of Bank to exercise, nor any delay by Bank in exercising any right, power, or privilege under this Agreement, the Guaranty, the Loan Agreement, the Other Agreements, or applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

16. Rights Cumulative. Bank's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement, any other agreement, or law, shall be cumulative and may be exercised singularly or concurrently.

17. Severability. 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 other clause or provision of this Agreement in any jurisdiction.

18. Modification. This Agreement is subject to modification only by a writing signed by Assignor and Bank, except as set forth in Section 6.

19. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of Bank and Assignor; provided, however, that this provision shall not invalidate or modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

20. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of Assignor and Bank hereunder shall be governed by and construed in accordance with the internal laws of the State of Missouri.

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IN WITNESS WHEREOF, this Agreement has been duly executed by Assignor the date first set forth above.

AIRTITE, INC.

George A. Irvine, President

STATE OF Illinois)
) **SS.**
COUNTY OF Cook)

On this 19th day of December, 2003, before me appeared George A. Irvine, to me personally known, who being by me duly sworn did say that he is the President of Airtite, Inc., a Nebraska corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Leah Rae A. Richert
Notary Public, State of Illinois
Cook County
My Commission Expires Aug. 20, 2005

ACCEPTED AND AGREED:
U.S. BANK, N.A.

Paul A. Tymosko, Vice President

F:\KAN_CITY\HAMMC\LEND\0675325

IN WITNESS WHEREOF, this Agreement has been duly executed by Assignor the date first set forth above.

AIRTITE, INC.

_____

George A. Irvine, President

STATE OF)
) **SS.**
COUNTY OF)

On this ____ day of December, 2003, before me appeared George A. Irvine, to me personally known, who being by me duly sworn did say that he is the President of Airtite, Inc., a Nebraska corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: _____

_____

Notary Public

ACCEPTED AND AGREED:
U.S. BANK, N.A.

_____

Paul A. Tymosko, Vice President

F:\KAN_CITY\HAMMC\LEND\0675325

EXHIBIT A

1.	Trademark:	ACOUSTI-CLAD
	Registration No.:	2135423
	Date Issued:	February 10, 1998
	Goods:	Accoustical Ceiling Tiles