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

102686047

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

RED DEVIL, INCORPORATED

 Individual(s) Association
 General Partnership Limited Partnership:
 Corporation: New Jersey
 Other

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

2. Name and address of receiving party(ies)

Name: GUARANTY BUSINESS CREDIT CORPORATION

Address:

Street Address: 8333 Douglas Avenue, Suite 530

City: Dallas State: TX Zip: 75230

 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation: Delaware
 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:

Effective Date: 02/13/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/333,395

B. Trademark Registration No.(s):

(See attached list "Exhibit A")

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathryn A. Berryman

Address: Jenkins & Gilchrist, P.C.

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 49
7. Total fee (37 CFR 3.41).....\$ 1240.00

 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-0447

DO NOT USE THIS SPACE

9. Signature.

Cathryn A. Berryman Cathryn A. Berryman 2-27-04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

03/04/2004 EDCOOPER 00000205 76333395
01 FC:8521 40.00 OP
02 FC:8522 1200.00 OP

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

DALLAS2 1827465v1 44522-00032

TRADEMARK
REEL: 002920 FRAME: 0227

EXHIBIT "A"
TO RECORDATION FORM COVER SHEET

4 B. Registration Nos.:

2,737,008	1,736,057	988,625	668,527
2,664,314	1,581,107	984,823	546,576
2,289,534	1,498,327	985,263	515,716
2,289,505	1,474,987	921,393	500,110
2,259,701	1,388,842	854,145	436,755
2,242,002	1,276,975	853,505	438,430
2,182,917	1,138,395	839,606	424,479
2,169,460	1,042,723	816,292	409,316
2,133,380	1,042,063	788,274	408,537
2,126,018	1,035,955	787,769	337,409
1,857,671	1,033,529	787,097	335,649
1,742,767	1,013,988	767,090	263,383

TRADEMARK SECURITY AGREEMENT

(Red Devil, Incorporated)

This Trademark Security Agreement ("Agreement") is between RED DEVIL, INCORPORATED, a New Jersey corporation ("Company"), and GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("GBCC").

RECITALS:

A. Company and GBCC are parties to that certain Loan and Security Agreement dated as of February 13, 2004 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Company has granted to GBCC a lien and security interest in all general intangibles of Company, including, without limitation, all of Company's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Company's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby grants and assigns to GBCC a continuing security interest, lien, and collateral assignment in all of Company's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Company (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to Company any right to

use any Trademark ("Trademark License") to the extent allowable under the applicable license agreement; (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby) and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to GBCC pursuant to the Loan Agreement.

Company hereby acknowledges and affirms that the rights and remedies of GBCC with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by a duly authorized officer effective as of the 13th day of February, 2004.

COMPANY:

RED DEVIL, INCORPORATED

By: William S Lee
Name: WILLIAM S. LEE
Title: CEO

RED DEVIL, INC.

U.S. Trademarks - Active

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	CREATE-A-COLOR	76/484,856	01/24/2003	Color tints, cl. 2; hand-operated caulk tinting equipment, cl. 8; caulk, cl. 17
Red Devil, Inc.	U.S.	D.I.Y. DO IT YOURSELF & Design	76/333,395	11/02/2001	Caulk
Red Devil, Inc.	U.S.	EZ SCRAPER	76/215,442	02/23/2001	Hand held tools, namely, scrapers & scraper blades
Red Devil, Inc.	U.S.	FOAM & FILL	76/215,440	02/23/2001	Polyurethane foam in spray aerosol form for patching holes & cracks in homes & buildings
Red Devil, Inc.	U.S.	HOUSE & HOME RESTORE	75/603,465 2,737,008	12/11/1998 07/15/2003	Adhesives for applying tiles & adhesives for repairing wallpaper seams, cl. 1; sealants in the nature of caulk & sidewalk & driveway crack repair compositions, cl. 17; grout & crack-filling compositions, cl. 19
Red Devil, Inc.	U.S.	POLAR CAULK	75/425,414 2,289,534	01/29/1998 10/26/1999	Adhesive sealants & caulking compounds
Red Devil, Inc.	U.S.	LIFETIME	75/416,929 2,289,505	01/12/1998 10/26/1999	Adhesive sealants for general use
Red Devil, Inc.	U.S.	QUICK PAINT	75/323,754 2,242,002	07/14/1997 04/27/1999	Caulk
Red Devil, Inc.	U.S.	ONETIME	75/294,549 2,169,460	05/19/1997 06/30/1998	Glazier's putty, cl. 2; spackling compounds, cl. 19
Red Devil, Inc.	U.S.	SPEED DEMON	75/219,078 2,182,917	12/27/1996 08/18/1998	Paint stirrers attachable to electric drills
Red Devil, Inc.	U.S.	CAULK DEVIL	76/712,236 2,126,018	08/07/1995 12/30/1997	Caulking trowels
Red Devil, Inc.	U.S.	RD PRO	75/156,315 2,133,380	08/26/1996 01/27/1998	Caulking compounds
Red Devil, Inc.	U.S.	STACK-A-CUBE	74/695,227 2,259,701	06/29/1995 07/06/1999	Point of purchase display systems, comprised of interlocking cube-shaped display units for displaying & dispensing cartridges & squeeze tubes containing caulks, sealants, & adhesives

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	RED DEVIL & Design	74/448,640 1,857,671	10/19/1993 10/11/1994	Paint & wallcovering brushes
Red Devil, Inc.	U.S.	MASTERCUTTER	74/114,562 1,742,767	11/13/1990 12/29/1992	Hand tools, namely, trowels, grouting floats, cementboard cutting knives, tile nippers, tile cutters & parts therefor, grout rakes, tile spacers, tile sanders, rubbing stones, tile setting sponges, suction cups, grout bags sold empty, glass cutters & multipurpose tile tools each having a measuring scale, a tile scorer, a tile snapper, a grout remover, & a level indicator
Red Devil, Inc.	U.S.	RED DEVIL & Design	74/084,842 1,736,057	08/03/1990 12/01/1992	Paint mixing machines & colorant dispensing machines
Red Devil, Inc.	U.S.	SLAMSCRAPER (stylized)	73/754,449 1,581,107	09/27/1988 02/06/1990	Hand tool for removing tiles, shingles or other similar materials from a surface
Red Devil, Inc.	U.S.	CELULON	73/666,219 1,474,987	06/12/1987 02/02/1988	Caulks in the nature of adhesive sealants
Red Devil, Inc.	U.S.	DESIGN ONLY	73/646,689 1,498,327	02/26/1987 08/02/1988	Hand tools, namely scraper, spackling knife, taping knife, trowel, spreaders, etc.
Red Devil, Inc.	U.S.	WINDO-ZIPPER	73/558,155 1,388,842	09/13/1985 04/08/1986	Tool for cutting the paint film around a window to facilitate opening thereof
Red Devil, Inc.	U.S.	ONE TIME (stylized)	73/384,141 1,276,975	09/07/1982 05/08/1984	Caulking compound
Red Devil, Inc.	U.S.	LIFETIME	73/197,148 1,138,395	12/18/1978 08/05/1980	Caulking compounds not for marine use
Red Devil, Inc.	U.S.	TSP 90 (stylized)	73/063,532 1,042,063	09/17/1975 06/29/1976	Cleaning compositions
Red Devil, Inc.	U.S.	RED DEVIL & Design	73/047,526 1,042,723	03/24/1975 07/06/1976	Tools for masons, plasterers & tile setters, namely, trowels, groovers, hawks, floats, brick trowels, painting trowels, caulking trowels, margin trowels, gauging trowels, tile setting trowels, runners, slickers, notch trowels, serrated spatulas, mastic scoops & spreaders
Red Devil, Inc.	U.S.	D.I.Y. (stylized)	73/047,364 1,033,529	03/21/1975 02/17/1976	Paint brush cleaner

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	REDD DEVIL & Design	73/007,230 1,013,988	11/26/1973 06/24/1975	Push points & triangle points, cl. 6; hand tools-namely, putty knives, wall scrapers, tapping knives, tape knives, bent putty knives, putty chisels, chisel wall scrapers, window tools, linoleum knives, vinyl knives, utility knives, utility knife blades, scraper-prybars, putty spreaders, bent burn-off knives, burn-off knives, paper hanger knives, casing wheel knives, seam rollers, wood scrapers, wood scraper blades, cutter blades, finishing scrapers, finishing cutter blades, crack scrapers, crack cutters, wallpaper strippers, wallpaper stripper blades, carbide scrapers, carbide scraper blades, sandpaper holders, painters' scraper sets, painters' scrapers, window zippers, utility patchers, razor blades, methyl methacrylate, scrapers, pail lid sealers, can lid sealers, glass cutters, glass boards, carbide glass cutters, circle glass cutters, gauge glass cutters, steel glass cutter wheels, carbide glass cutter wheels, glazier's hammers, diamond point drivers, diamond points, glass pliers, glaziers' chisels, vacuum cup glass holders, & carbide glass drills, cl. 8

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	PATCH - A-WALL	72/443,375 988,625	12/11/1972 07/16/1974	Spackling compounds
Red Devil, Inc.	U.S.	RED DEVIL & Design	72/429,367 984,823	07/10/1972 05/28/1974	Floor leveling compound, concrete mortar, and crack or hole filler, gutter & lap sealer, water & pipe sealers
Red Devil, Inc.	U.S.	RED DEVIL & Design	72/429,365 985,263	07/10/1972 06/04/1974	Carpet adhesive, contact cement & panel adhesive
Red Devil, Inc.	U.S.	SPEED DEMON	72/367,685 1,035,955	08/11/1970 03/16/1976	Caulking compound & anchor cement
Red Devil, Inc.	U.S.	RED DEVIL	72/345,673 921,393	12/08/1969 10/05/1971	Caulking compound
Red Devil, Inc.	U.S.	SPEED-DEMON (stylized)	72/278,418 854,145	08/16/1967 08/06/1968	Paint applicators
Red Devil, Inc.	U.S.	RED DEVIL'S ADVOCATE	72/254,803 839,606	09/20/1966 11/28/1967	Company newsletter
Red Devil, Inc.	U.S.	DESIGN ONLY	72/245,965 853,505	05/18/1966 07/30/1968	Push points & triangle points, U.S. cl. 13; putty knife, wall scraper, taping knife, tape knife, bent putty knife, putty chisel, chisel wall scraper, window tool, linoleum knife, vinyl knife, utility knife, utility knife blade, scraper-prybar, putty spreader, bent burn-off knife, burn-off knife, paper hanger knife, casing wheel knife, seam roller, wood scraper, wood scraper blade, cutter blade, finishing scraper, finishing cutter blade, crack scraper, crack cutter, wallpaper stripper, wallpaper stripper blade, carbide scraper, carbide scraper blade, sandpaper holder, painters' scraper set, painters' scraper, window zipper, utility patcher, razor blade scraper, razor knife, razor blades, methyl methacrylate scraper, pail lid sealer, can lid sealer, glass cutters, glass boards, carbide glass cutters, circle glass cutters, gauge glass cutters, steel glass cutter wheels, carbide glass cutter wheels, glaziers' chisel, vacuum cup glass holders, & carbide glass drills, U.S. cl. 23
Red Devil, Inc.	U.S.	SCHALK'S (stylized)	72/201,969 816,292	09/15/1964 10/04/1966	Cleaning compounds - namely, wax & grease removers, paint brush cleaners, paint & varnish removers
Red Devil, Inc.	U.S.	SCHALK'S SPOT GREASE REMOVER & Design	72/192,328 788,274	04/29/1964 04/13/1965	Spot & stain removing composition

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	DRESDEN & Design	72/186,021 787,769	02/04/1964 04/06/1965	Tools for the cement trades, plaster & dry-wall industry, brick masons, & homeowners
Red Devil, Inc.	U.S.	KWICK KLAMP	72/182,356 787,097	12/04/1963 03/23/1965	Clamping devices employed on paint conditioners
Red Devil, Inc.	U.S.	ZIPAWAY & Design	72/156,557 767,090	11/05/1963 03/24/1964	Tool used for removing wallpaper & the like
Red Devil, Inc.	U.S.	DRAGON SKIN (stylized)	72/046,243 668,527	02/20/1958 10/21/1958	Abrasive sheeting
Red Devil, Inc.	U.S.	DESIGN ONLY	71/579,213 546,576	05/20/1949 08/14/1951	Wood scrapers, wall scrapers, putty knives, glass cutters

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Red Devil, Inc.	U.S.	RED DEVIL (stylized)	71/554,156 515,716	04/08/1948 09/27/1949	Glazier points, and wedges for tool handles
Red Devil, Inc.	U.S.	SAVABRUSH & Design	71/528,587 500,110	07/14/1947 04/20/1948	Paint brush cleaner
Red Devil, Inc.	U.S.	TROJAN	71/524,128 436,755	06/13/1947 02/17/1948	Glass cutters' and glaziers' rules and glass thickness gauges
Red Devil, Inc.	U.S.	TROJAN & Design	71/513,821 438,430	12/06/1946 04/20/1948	Glass cutters
Red Devil, Inc.	U.S.	DESIGN ONLY	71/490,398 424,479	10/23/1945 10/08/1946	Electric paint conditioners for shaking cans of paint, electric paint mixers
Red Devil, Inc.	U.S.	JAK-NIFE & Design	71/468,126 408,537	03/09/1944 08/15/1944	Holders for razor blades
Red Devil, Inc.	U.S.	RED DEVIL (stylized)	71/464,733 409,316	11/04/1943 10/03/1944	Wedges for tool handles
Red Devil, Inc.	U.S.	RED DEVIL	71/375,604 337,409	03/05/1936 08/04/1936	Tilecutting tools
Red Devil, Inc.	U.S.	RED DEVIL (stylized)	71/366,305 335,649	06/17/1935 06/09/1936	Abrasive materials in sheet form
Red Devil, Inc.	U.S.	STE-LIKE & Design	71/286,209 263,383	06/26/1929 11/05/1929	Glazier points