

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
Insl-x Products Corporation		09/10/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	70 East 55th Street
City:	new york
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1762261	AQUA PLATE
Registration Number:	1645740	BLOCK OUT
Registration Number:	1391253	BRUNING
Registration Number:	563226	BRUNING
Registration Number:	1407254	CARRIAGE HOUSE
Registration Number:	502928	CELOID
Registration Number:	589131	COLOR SPREE
Registration Number:	843555	DRI-DUST AIRLESS SPRAY
Registration Number:	841513	DYNA-BLACK
Registration Number:	1915900	EASY CLEAN
Registration Number:	1641698	FORMULA 77
Registration Number:	2841331	GARAGEGUARD
Registration Number:	2394694	GRABBER
Registration Number:	843832	KYANIZE
Registration Number:	933792	KYANIZE

CH \$865.00 1762261

Registration Number:	60252	KYANIZE
Registration Number:	129333	KYANIZE
Registration Number:	501543	KYANIZE CLINGCOTE
Registration Number:	849272	KYANIZE KY PRIME
Registration Number:	867397	KYPLATE
Registration Number:	241765	LUSTAQUIK
Registration Number:	843556	MOISTURPEL
Registration Number:	837449	NU-BRITE
Registration Number:	1885754	ONE PREP
Registration Number:	2782750	OPTIMUM HIDE
Registration Number:	1374464	ROOF PLATE
Registration Number:	843557	SHEL-TEX
Registration Number:	1356106	SILATHANE
Registration Number:	1818662	SILATHANE II
Registration Number:	2338122	SILATHANE II
Registration Number:	1441685	STORMPRUF
Registration Number:	1712909	WALLPLATE
Registration Number:	2234130	WALLPLATE
Registration Number:	849271	ZYLOX

CORRESPONDENCE DATA

Fax Number: (212)682-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-880-6281
Email: sanger@torys.com
Correspondent Name: Torys LLP
Address Line 1: 237 Park Avenue
Address Line 4: new york, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	22764/2012
-------------------------	------------

NAME OF SUBMITTER:	Sophie B. Anger
--------------------	-----------------

Total Attachments: 9
source=Trademark Security Agreement_1_0001#page1.tif
source=Trademark Security Agreement_2_0001#page1.tif
source=Trademark Security Agreement_3_0001#page1.tif
source=Trademark Security Agreement_4_0001#page1.tif
source=Trademark Image Report_1_0001#page1.tif
source=Trademark Image Report_2_0001#page1.tif
source=Trademark Image Report_3_0001#page1.tif

source=Trademark Image Report_4_0001#page1.tif
source=Trademark Image Report_5_0001#page1.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2004 is between Insl-x Products Corporation, a New York corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Stevens Paint Corp., a New York corporation, 308 Realty LLC, a Florida limited liability company, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor'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 arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of September, 2004.

INSL-X PRODUCTS CORPORATION

By: 

Name: James A. Weil
Title: President

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By: 

Name: Sara V. Traberman
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 10th day of September, 2004, before me personally came James A. Weil, to me personally known to be the person described in and who executed the foregoing instrument as President of Insl-x Products Corporation, who being by me duly sworn, did depose and say that he is President of Insl-x Products Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia A. Pisano
NOTARY PUBLIC

My commission expires:

PATRICIA A. PISANO
Notary Public, State of New York
No. 01PI6017323
Qualified in New York County
Commission Expires December 14, 2006

**INSL-X PRODUCTS CORPORATION
INSL-X PRODUCT CORP.**

Trademark Image Report
Status: ACTIVE

Printed: 8/26/2004 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

AQUA PLATE

UNITED STATES	28674	6/15/1992	74/284,681	4/6/1993	1,762,261	REGISTERED	01
---------------	-------	-----------	------------	----------	-----------	------------	----

BLOCK OUT

UNITED STATES	27938	6/20/1990	74/ 070,992	5/28/1991	1,645,740	REGISTERED	02
---------------	-------	-----------	-------------	-----------	-----------	------------	----

BRUNING

UNITED STATES	23278A	9/16/1985	73/558,571	4/29/1986	1,391,253	REGISTERED	02
UNITED STATES	23278	3/5/1948	71/551,222	8/26/1952	563,226	REGISTERED	02

CARRIAGE HOUSE

UNITED STATES	23279	10/18/1985	73/563, 945	9/2/1986	1,407,254	REGISTERED	02,16
---------------	-------	------------	-------------	----------	-----------	------------	-------

CELOID (STYLIZED)

CELOID

UNITED STATES	29060	10/2/1947	71/536,492	10/12/1948	502,928	REGISTERED	02
---------------	-------	-----------	------------	------------	---------	------------	----

CLEAR-THROUGH

UNITED STATES	45791	9/30/2003	76/547,552			PENDING	02
---------------	-------	-----------	------------	--	--	---------	----

COLOR-SPREE & DESIGN

**COLOR-
Spree**

UNITED STATES	29062	6/22/1953	71/649,163	4/27/1954	589,131	REGISTERED	02
---------------	-------	-----------	------------	-----------	---------	------------	----

DRI-DUST AIRLESS SPRAY

UNITED STATES	29064	1/26/1967	72/263,378	2/6/1968	843,555	REGISTERED	02
---------------	-------	-----------	------------	----------	---------	------------	----

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

DYNA-BLACK

UNITED STATES	29065	1/26/1967	72/263,379	1/2/1968	841,513	REGISTERED	02
---------------	-------	-----------	------------	----------	---------	------------	----

EASY CLEAN

UNITED STATES	30844	3/8/1994	74/498,358	9/5/1995	1,915,900	REGISTERED	02
---------------	-------	----------	------------	----------	-----------	------------	----

FORMULA 77

UNITED STATES	29066	1/4/1990	74/016,269	4/16/1991	1,641,698	REGISTERED	02
---------------	-------	----------	------------	-----------	-----------	------------	----

GARAGEGUARD

UNITED STATES	44013	12/23/2002	76/477,926	5/11/2004	2,841,331	REGISTERED	02
---------------	-------	------------	------------	-----------	-----------	------------	----

GRABBER

UNITED STATES	36645	8/11/198	75/535,769	10/17/2000	2,394,694	REGISTERED	02
---------------	-------	----------	------------	------------	-----------	------------	----

KYANIZE

UNITED STATES	29067	1/26/1967	72/263,385	2/6/1968	843,832	REGISTERED	03
---------------	-------	-----------	------------	----------	---------	------------	----

KYANIZE (STYLIZED)



UNITED STATES	29026	1/13/1971	72/380,896	5/16/1972	933,792	REGISTERED	02
UNITED STATES	29068	3/19/1906	71/018,006	2/5/1907	60,252	REGISTERED	02
UNITED STATES	29049	6/25/1919	71/119,929	2/17/1920	129,333	REGISTERED	02

KYANIZE CLINGCOTE (STYLIZED)



UNITED STATES	29025	3/22/1948	71/533,983	8/10/1948	501,543	REGISTERED	02
---------------	-------	-----------	------------	-----------	---------	------------	----

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
KYANIZE KY PRIME							
UNITED STATES	29027	2/3/1967	72/263,923	5/21/1968	849,272	REGISTERED	02
KYPLATE							
UNITED STATES	29028	5/21/1968	72/298,732	4/1/1969	867,397	REGISTERED	02
LUSTAQUIK (STYLIZED)						LUSTAQUIK	
UNITED STATES	29029	12/15/1927	71/258,935	5/8/1928	241,765	REGISTERED	02
MASTICSHIELD							
UNITED STATES	43433	2/20/2002	76/372,459			ALLOWED	02
MOISTURPEL							
UNITED STATES	29050	1/26/1967	72/263,381	2/6/1968	843,556	REGISTERED	02
NU-BRITE							
UNITED STATES	29051	3/29/1967	72/267,791	10/24/1967	837,449	REGISTERED	02
ONE PREP							
UNITED STATES	30842	2/10/1994	74/488,640	3/28/1995	1,885,754	REGISTERED	02
OPTIMUM HIDE							
UNITED STATES	43312	1/15/2002	76/358,214	11/11/2003	2,782,750	REGISTERED	02

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

PERFORMAX

UNITED STATES	45311	6/23/2003	76/524,989			PENDING	02
---------------	-------	-----------	------------	--	--	---------	----

ROOF PLATE

UNITED STATES	23280	6/6/1985	73/541,675	12/10/1985	1,374,464	REGISTERED	02
---------------	-------	----------	------------	------------	-----------	------------	----

SHEL-TEX

UNITED STATES	29055	1/26/1967	72/263,382	2/6/1968	843,557	REGISTERED	02
---------------	-------	-----------	------------	----------	---------	------------	----

SILATHANE

UNITED STATES	23281	1/28/1985	73/519,598	8/27/1985	1,356,106	REGISTERED	02
---------------	-------	-----------	------------	-----------	-----------	------------	----

SILATHANE II

UNITED STATES	29943	12/28/1992	74/343,817	2/1/1994	1,818,662	REGISTERED	02
UNITED STATES	37739	3/3/1999	75/652,591	4/4/2000	2,338,122	REGISTERED	02

STIX

UNITED STATES	45208	6/6/2003	76/521,147			PENDING	02
---------------	-------	----------	------------	--	--	---------	----

STORMPRUF

UNITED STATES	24717	9/26/1986	73/622,306	6/9/1987	1,441,685	REGISTERED	02
---------------	-------	-----------	------------	----------	-----------	------------	----

THE INSULATOR

UNITED STATES	45561	9/22/2003	76/550,362			PENDING	02
---------------	-------	-----------	------------	--	--	---------	----

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

WALLPLATE

UNITED STATES	28859	12/11/1991	74/229,321	9/8/1992	1,712,909	REGISTERED	02
UNITED STATES	35480	2/25/1998	75/440,427	3/23/1999	2,234,130	REGISTERED	02
UNITED STATES	43542					PROPOSED	

ZYLOX

UNITED STATES	29059	1/26/1967	72/263,384	5/21/1968	849,271	REGISTERED	02
---------------	-------	-----------	------------	-----------	---------	------------	----

END OF REPORT

TOTAL ITEMS SELECTED = 40