

Form PTO-159.4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

SUNROC LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Other limited liability company

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: October 12, 2004

## 2. Name and address of receiving party(ies)

Harris Trust and Savings Bank,  
Name: as administrative agent

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Illinois  
☐ Other \_\_\_\_\_

If assignor is not domiciled in the United States, a domestic representative designation is attached:

☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional names(s) & address(s) attached? ☐ Yes ☒ No

## 4. Application number(s) or trademark number(s):

### A. Trademark Application No.(s)

75/757,916

### B. Trademark Registration No.(s)

504,066 1,938,734  
1,213,204 2,198,121  
1,552,761 2,237,575  
1,674,147 369,577  
2,412,093

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jane S. Berman

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

## 6. Total number of applications and trademarks involved:

10

## 7. Total fee (37 CFR 3.41) \$ 265.00

☐ Enclosed

☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1568963

DO NOT USE THIS SPACE

## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Jane S. Berman

Name of Person Signing

Signature

November 2, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

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1568963  
700127891

TRADEMARK  
REEL: 002969 FRAME: 0066

CH \$265.00 600305 76767916

### TRADEMARK COLLATERAL AGREEMENT

This 12th day of October, 2004, SUNROC LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 60 Starlifter Avenue, Dover, Delaware 19903, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement as hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB and any assignee or assignees from HTSB acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Secured Party (such Security Agreement as the same may be amended, modified, supplemented or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SUNROC LLC

By

Name

Title

Anthony A. Johnson  
VICE-PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Agent

By

Name

Title

Stephanie J. Slavkin  
**STEPHANIE J. SLAVKIN**  
**VICE-PRESIDENT**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

Title	Serial Number	Filing Date	Trademark/Reg Number	Issue Date
CORDLEY	71/518,202	10/17/47	504,066	11/23/48
DIAMOND Design	73/332,601	10/15/81	1,213,204	10/19/82
EASY HANDLER	73/773,803	1/9/89	1,552,761	8/22/89
TEMPRITE	74/148,551	3/18/91	1,674,147	2/4/92
WATERSAFE	75/757,915	7/22/99	2,412,093	12/12/00
WATERSAFE YOUR SEAL OF CONFIDENCE & Design	75/757,916	7/22/99		
Sunroc Corporation and design	74/615,753	12/27/94	1,938,734	11/28/95
Mirage	75349375	8/29/97	2198121	10/20/98
Water Boy	75295378	5/20/97	2237575	4/6/99
Maid-O-Mist	71376292	3/23/36	369,577	8/1/39