

Form PTO-1594
(Rev. 10/02)

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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Resco Products, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 2/13/04

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: One PNC Plaza

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA Zip: 15222

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Sean M. Girdwood, Esquire

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP

One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved: _____

144

7. Total fee (37 CFR 3.41).....\$ 3,615

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire
Name of Person Signing

Jenifer S. Tarasi
Signature

Nov. 24, 2004
Date

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

19

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

CH \$3615.00 200888 2773440

Trademarks					
Owner	Country where trademark is registered	Trademarks	Registration #	Issue Dates	Status
Resco Products, Inc. (RPI)	U.S.	1202*	2,773,440	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	AA-22	1,708,213	8/18/1992	Active
Resco Products, Inc. (RPI)	U.S.	ADAMANT	190,868	10/28/1924	Active
Resco Products, Inc. (RPI)	U.S.	ADAMULL	417,690	11/13/1945	Active
Resco Products, Inc. (RPI)	U.S.	ADASET	279,810	1/27/1931	Active
Resco Products, Inc. (RPI)	U.S.	ALKATROL	1,768,333	5/4/1993	Active
Resco Products, Inc. (RPI)	U.S.	AL-MAX	1,193,184	4/6/1982	Active
Resco Products, Inc. (RPI)	U.S.	ALUMEX	510,329	5/31/1949	Active
Resco Products, Inc. (RPI)	U.S.	ANDAFRAC	1,778,582	6/29/1993	Active
Resco Products, Inc. (RPI)	U.S.	BASICBOND	2,700,775	3/26/2003	Active
Resco Products, Inc. (RPI)	U.S.	COELEX *	859,535	11/5/1988	Active
Resco Products, Inc. (RPI)	U.S.	CONDOR	1,821,368	2/15/1994	Active
Resco Products, Inc. (RPI)	U.S.	CORLINE **	1,182,960	12/22/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	CORPATCH **	1,169,290	9/15/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	Design - NOZZLE	833,906	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - RAMMER	833,905	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - SLICED LOAF	833,901	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - TRIDENT	825,593	3/14/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - TROWEL	833,902	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design BAG/STRIPE	834,565	9/5/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design HAND	833,904	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	DIBOND	853,975	8/6/1982	Active
Resco Products, Inc. (RPI)	U.S.	DOLOSAND	2,112,317	11/11/1997	Active
Resco Products, Inc. (RPI)	U.S.	EAFGUN	2,707,781	4/16/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFHEARTH	2,716,389	5/12/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFPATCH	2,714,358	5/6/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFRAM	2,716,390	5/13/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAGLE	1,488,477	5/17/1988	Active
Resco Products, Inc. (RPI)	U.S.	EXCELBOND	2,412,471	12/12/2000	Active
Resco Products, Inc. (RPI)	U.S.	EXKASE	754,879	8/20/1963	Active
Resco Products, Inc. (RPI)	U.S.	EZ CAST	1,727,624	10/27/1992	Active
Resco Products, Inc. (RPI)	U.S.	EZ3: (EZ stylized)	2,085,527	8/5/1997	Active
Resco Products, Inc. (RPI)	U.S.	FERROX	714,048	4/18/1961	Active
Resco Products, Inc. (RPI)	U.S.	FURNACON	2,318,689	2/15/2000	Active
Resco Products, Inc. (RPI)	U.S.	FURNAL	1,363,389	10/1/1985	Active
Resco Products, Inc. (RPI)	U.S.	FURNAS CRETE **	520,624	2/7/1950	Inactive
Resco Products, Inc. (RPI)	U.S.	GOLDART	1,736,599	12/1/1992	Active
Resco Products, Inc. (RPI)	U.S.	GR	843,520	2/6/1968	Active
Resco Products, Inc. (RPI)	U.S.	GREFCHEM	1,167,317	9/1/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	GR-FG	1,640,495	4/9/1991	Active
Resco Products, Inc. (RPI)	U.S.	GUIDON	809,125	5/31/1966	Active
Resco Products, Inc. (RPI)	U.S.	HARKLASE	747,111	3/26/1963	Active
Resco Products, Inc. (RPI)	U.S.	HELSPOT	505,454	1/4/1949	Active
Resco Products, Inc. (RPI)	U.S.	HILOBOND	2,766,579	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	HOTZONE **	1,519,436	1/3/1989	Inactive
Resco Products, Inc. (RPI)	U.S.	INDUX	1,092,316	5/30/1978	Active
Resco Products, Inc. (RPI)	U.S.	I-R-C	1,213,983	10/30/1982	Active
Resco Products, Inc. (RPI)	U.S.	K/R	798,002	10/26/1965	Active
Resco Products, Inc. (RPI)	U.S.	K-N	1,206,192	8/24/1982	Inactive
Resco Products, Inc. (RPI)	U.S.	KRIAL	1,069,395	7/12/1977	Active

* has assigned to Resco Products, Inc.
 Mark in use; application for Registration to be filed.

Trademarks					
Owner	Country where trademark is registered	Trademarks	Registration #	Issue Dates	Status
Resco Products, Inc. (RPI)	U.S.	KRICON	1,308,038	12/4/1984	Active
Resco Products, Inc. (RPI)	U.S.	KRICOR	1,069,396	7/12/1977	Active
Resco Products, Inc. (RPI)	U.S.	KRIFORM	1,267,974	2/21/1984	Active
Resco Products, Inc. (RPI)	U.S.	KRILEX	2,225,557	2/23/1999	Active
Resco Products, Inc. (RPI)	U.S.	KRILINE	1,340,735	6/11/1985	Active
Resco Products, Inc. (RPI)	U.S.	KRITAB **	1,161,939	7/21/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	KROMAG	2,331,368	3/21/2000	Active
Resco Products, Inc. (RPI)	U.S.	LADLEMAX	2,602,103	7/30/2002	Active
Resco Products, Inc. (RPI)	U.S.	LARCOBOND *	2,773,438	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	LO-ERODE	667,934	10/7/1958	Active
Resco Products, Inc. (RPI)	U.S.	LO-FERO	278,620	1/9/1951	Active
Resco Products, Inc. (RPI)	U.S.	LO-FERO (stylized)- BRICK **	278,988	1/6/1931	Inactive
Resco Products, Inc. (RPI)	U.S.	LO-SET	682,404	7/31/1990	Inactive
Resco Products, Inc. (RPI)	U.S.	LO-SIL	729,813	3/13/1982	Inactive
Resco Products, Inc. (RPI)	U.S.	MAC	1,256,122	11/1/1983	Inactive
Resco Products, Inc. (RPI)	U.S.	MAG PLUS	1,358,084	8/27/1985	Active
Resco Products, Inc. (RPI)	U.S.	MARC	2,473,088	7/31/2001	Active
Resco Products, Inc. (RPI)	U.S.	MAX-BOND	2,227,899	3/2/1999	Active
Resco Products, Inc. (RPI)	U.S.	MEGOLITE	2,484,572	9/4/2001	Active
Resco Products, Inc. (RPI)	U.S.	METALDAM	2,766,581	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	MILL SET	1,240,348	8/31/1983	Active
Resco Products, Inc. (RPI)	U.S.	MONO	1,313,450	1/8/1985	Active
Resco Products, Inc. (RPI)	U.S.	MONO T9	665,916	8/19/1958	Active
Resco Products, Inc. (RPI)	U.S.	MONO-GUN *	792,052	11/5/1985	Active
Resco Products, Inc. (RPI)	U.S.	N/R **	1,530,881	3/21/1989	Inactive
Resco Products, Inc. (RPI)	U.S.	NOVUS	1,361,933	9/24/1985	Active
Resco Products, Inc. (RPI)	U.S.	NOVUS-C	1,361,932	9/24/1925	Active
Resco Products, Inc. (RPI)	U.S.	NUCON	799,388	11/30/1965	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 50	908,905	3/2/1971	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 60	840,738	12/19/1967	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 80	1,024,693	11/11/1975	Active
Resco Products, Inc. (RPI)	U.S.	NULINE R-20	1,347,889	7/9/1985	Active
Resco Products, Inc. (RPI)	U.S.	NUTRI-MAG	1,358,329	9/3/1985	Active
Resco Products, Inc. (RPI)	U.S.	OCEANITE *	764,158	1/3/1984	Active
Resco Products, Inc. (RPI)	U.S.	OXILINE B	840,737	12/19/1967	Active
Resco Products, Inc. (RPI)	U.S.	PACO	662,981	6/17/1958	Active
Resco Products, Inc. (RPI)	U.S.	PACO PLASTIC BLOCKS	889,942	4/28/1970	Active
Resco Products, Inc. (RPI)	U.S.	PACOCAST	1,121,019	8/26/1979	Active
Resco Products, Inc. (RPI)	U.S.	PATCHBOND	1,092,317	5/30/1978	Active
Resco Products, Inc. (RPI)	U.S.	PERATEX	865,187	2/25/1982	Active
Resco Products, Inc. (RPI)	U.S.	PERMACAST	2,509,236	11/20/2001	Active
Resco Products, Inc. (RPI)	U.S.	PERMACON **	1,619,899	10/30/1990	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMAFLUX	2,678,982	1/21/2003	Active
Resco Products, Inc. (RPI)	U.S.	PERMAFORM **	1,486,919	5/3/1988	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMAGUN	2,463,530	6/26/2001	Active
Resco Products, Inc. (RPI)	U.S.	PERMANENTE	1,198,385	6/22/1982	Active
Resco Products, Inc. (RPI)	U.S.	PERMA-STAR **	1,623,881	11/20/1990	Inactive

* be assigned to Resco Products, Inc.

Mark in use; application for Registration to be filed.

Owner	Trademarks				Status
	Country where trademark is registered	Trademarks	Registration #	Issue Dates	
Resco Products, Inc. (RPI)	U.S.	PERMATAB **	1,449,698	*7/28/87	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMATUN	2,678,993	1/21/2003	Active
Resco Products, Inc. (RPI)	U.S.	PHASCAST	2,496,301	10/9/2001	Active
Resco Products, Inc. (RPI)	U.S.	PROCAST	2,207,070	12/1/1998	Active
Resco Products, Inc. (RPI)	U.S.	PROGUN **	1,505,934	9/27/1988	Inactive
Resco Products, Inc. (RPI)	U.S.	PROLITE	1,698,103	6/23/1992	Inactive
Resco Products, Inc. (RPI)	U.S.	PROPAC	663,337	6/24/1958	Inactive
Resco Products, Inc. (RPI)	U.S.	PUROCAST	650,358	8/20/1957	Active
Resco Products, Inc. (RPI)	U.S.	PUROCRETE	2,766,682	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	PURO-LITE	2,766,578	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	PUROTAB	1,300,570	10/16/1984	Active
Resco Products, Inc. (RPI)	U.S.	PURO-TAB (block letters)	649,990	8/13/1957	Active
Resco Products, Inc. (RPI)	U.S.	PYROFRAC	1,760,853	3/30/1993	Active
Resco Products, Inc. (RPI)	U.S.	PYRO-MAG	1,417,995	11/25/1988	Active
Resco Products, Inc. (RPI)	U.S.	PYROPHYL	1,717,303	9/22/1992	Active
Resco Products, Inc. (RPI)	U.S.	PYROTROL	1,739,312	12/15/1992	Active
Resco Products, Inc. (RPI)	U.S.	REDART	1,748,509	1/26/1993	Active
Resco Products, Inc. (RPI)	U.S.	RESCAL	2,557,297	4/2/2002	Active
Resco Products, Inc. (RPI)	U.S.	RESCO	587,974	4/9/1954	Inactive
Resco Products, Inc. (RPI)	U.S.	RESCO	1,697,645	6/30/1992	Active
Resco Products, Inc. (RPI)	U.S.	RESCO	702,092	8/2/1960	Active
Resco Products, Inc. (RPI)	U.S.	RESCO & DESIGN	2,557,737	4/9/2002	Active
Resco Products, Inc. (RPI)	U.S.	RESCO & DESIGN	1,751,305	2/9/1993	Active
Resco Products, Inc. (RPI)	U.S.	RESCOAT	2,690,993	8/25/2003	Active
Resco Products, Inc. (RPI)	U.S.	RESCOBOND	2,325,869	3/7/2000	Active
Resco Products, Inc. (RPI)	U.S.	RESCOCAST	1,719,480	9/22/1992	Active
Resco Products, Inc. (RPI)	U.S.	RESCOMAG	2,557,116	4/2/2002	Active
Resco Products, Inc. (RPI)	U.S.	R-MAX	2,689,021	2/18/2003	Active
Resco Products, Inc. (RPI)	U.S.	SAKONITE *	2,773,439	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	SUPERFLOW	2,255,392	6/22/1999	Active
Resco Products, Inc. (RPI)	U.S.	SUREFLOW	1,877,160	1/31/1995	Active
Resco Products, Inc. (RPI)	U.S.	TABKASE	678,725	5/19/1999	Active
Resco Products, Inc. (RPI)	U.S.	T-BOND	2,773,437	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	TOPEX S	856,330	9/10/1998	Active
Resco Products, Inc. (RPI)	U.S.	TROWLEZE	794,305	8/17/1995	Active
Resco Products, Inc. (RPI)	U.S.	UNITAB **	680,643	6/23/1999	Inactive
Resco Products, Inc. (RPI)	U.S.	ZIRMAG	1,795,010	9/28/1993	Active

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement, dated the 13th day of February, 2004, made by Resco Products, Inc., a Pennsylvania corporation (the "Borrower") for the benefit of PNC Bank, National Association, as agent for the Banks (as hereinafter defined) ("Security Agreement").

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated of even date herewith, by and among the Borrower, the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each a "Bank" and collectively, the "Banks"), PNC Bank, as agent for the Banks (in such capacity, the "Agent") (as amended, modified or supplemented from time to time, the "Credit Agreement"), (i) the Banks have agreed to extend credit to the Borrower and (ii) the Borrower has agreed, among other things, to grant to the Agent (for itself and for the benefit of the Banks) a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower agrees as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Agent (for itself and for the benefit of the Banks) a Lien in all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest or Licenses. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Agent (for itself and for the benefit of the Banks) a Lien in all of the Borrower's right, title and interest in and to all of its

license agreements with any other party whether the Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Agent (for itself and the benefit of the Banks) a Lien in all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Borrower 's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, the Borrower hereby grants and conveys to the Agent (for itself and the benefit of the Banks) a Lien in all of the Borrower 's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. The Borrower agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all other Loan

Documents shall have been terminated, the Borrower will not, without the Agent's prior written consent, enter into any agreement relating to the Patents, Licenses, Trademarks or Copyrights and the Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Agent (for itself and for the benefit of the Banks) under this Security Agreement.

7. New Patents, Licenses, Trademarks and Copyrights. The Borrower represents and warrants that the Patents, Licenses, Trademarks and Copyrights of the Borrower listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by the Borrower necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. The Borrower hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. The Borrower represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) The Borrower is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Borrower is a party which would have a Material Adverse Effect or any judgment or decree by which the Borrower is bound and does not require any consent under any other agreement to which the Borrower is a party or by which the Borrower is bound. The Borrower hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Agent (for itself and the benefit of the Banks) following the occurrence of an Event of Default as the grantee of the pledge of the Borrower's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. The Borrower hereby agrees that the use by the Agent (for itself and the benefit of the Banks) of all Patents, Licenses, Trademarks and Copyrights of the Borrower as described above shall be worldwide and without any liability for royalties or other related charges from the Agent or the Banks to the Borrower. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been satisfied in full and the Credit Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Borrower hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Borrower, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Bank and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Borrower for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Borrower hereunder, would or might otherwise be released or discharged. The Borrower hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Borrower. Except as may be otherwise agreed to by the Agent, the Borrower shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full and the Credit Agreement shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii)

preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, provided, however that Borrower may, in its reasonable business judgment, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of any Loan Party or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of any Loan Party to be cancelled or expired, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Borrower. The Borrower shall not abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the consent of the Agent.

12. Financing Statements; Documents. At the request of the Agent, the Borrower will permit the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Agent and will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. The Borrower will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may require for the purpose of confirming the Agent's (for itself and the benefit of the Banks) security interest in the Patents, Trademarks and Copyrights.

13. Rights of the Borrower and/or the Agent to Sue. The Borrower may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of the Borrower with or without the Agent's participation. If requested by the Borrower, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Agent shall have the same rights, if any, as the Borrower has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of the Borrower, and any licenses thereunder, and, if the Agent shall commence any such suit, the Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Borrower, the Agent (for itself and on behalf of the Banks) shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Borrower may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted

assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Borrower.

15. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. The Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Banks) and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of Law provisions thereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement on the day and year written above.

ATTEST/WITNESS:

Resco Products, Inc.

By: *Timothy J. Powell*

By: *William K. Brown* (SEAL)

Name: *Timothy J. Powell*

Name: *William K. Brown*

Title: *Security VP*

Title: *PRESIDENT & CEO*

EXHIBIT A**PATENTS**

<u>Owner</u>	<u>Patents</u>	<u>Description</u>	<u>Registration #</u>	<u>Issue Dates</u>	<u>Status</u>
Resco Products, Inc. (RPI)	U.S.	Heat Exchange Structure	4,519,442	5/28/1985	Active
Resco Products, Inc. (RPI)	U.S.	Gunnable Refractory Composition	4,778,526	10/18/1988	Active
Resco Products, Inc. (RPI)	U.S.	Resin Bonded Refractory	5,002,908	3/26/1991	Active
Resco Products, Inc. (RPI)	U.S.	Gunning Apparatus	4,779,798	10/25/1988	Active
Resco Products, Inc. (RPI)	U.S.	Method of constructing Steelmaking Ladle	4,570,910	2/19/1986	Active
Resco Products, Inc. (RPI)	U.S.	Kiln Cars	5,168,036	12/1/1992	Active
Resco Products, Inc. (RPI)	U.S.	Medium weight abrasion-resistant castable	4,687,752	8/18/1987	Active
Resco Products, Inc. (RPI)	U.S.	Refractory Structure and Method	4,649,687	3/17/1987	Active
Resco Products, Inc. (RPI)	U.S.	End Block	4,560,350	12/24/1985	Active
Resco Products, Inc. (RPI)	U.S.	Carbon Bonded Refractories	4,521,357	6/4/1985	Inactive
Resco Products, Inc. (RPI)	U.S.	Ladle Brick Leveling Set	5,824,263	10/20/1998	Active
Resco Products, Inc. (RPI)	U.S.	Magnesite-Carbon Refractories	4957887 **	9/18/1990	Active
Resco Products, Inc. (RPI)	U.S.	Magnesite-Carbon Refractories	4912068 **	3/27/1990	Active
Resco Products, Inc. (RPI)	U.S.	Refractory Brick Design for Open End of Refractory Lined Vessel	5,427,360	6/27/1995	Active
Resco Products, Inc. (RPI)	U.S.	Rebonded Fused Brick	4,999,325	3/12/1991	Inactive
Resco Products, Inc. (RPI)	U.S.	Prefabricated Walls	5,060,428	10/29/1991	Active
Resco Products, Inc. (RPI)	U.S.	End Block	32,096	3/25/1986	Inactive
Resco Products, Inc. (RPI)	U.S.	End Block	4,320,612	3/23/1982	Inactive
Resco Products, Inc. (RPI)	U.S.	End Block	4,243,385	1/6/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	Semi-Cordierite and method of Making the Same	4,189,327	1/6/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	Oven Walls	5,137,603	8/11/1992	Inactive
Resco Products, Inc. (RPI)	U.S.	Refractory Structure and Method	4,050,577	9/27/1977	Inactive
Resco Products, Inc. (RPI)	Canada	Medium Weight abrasion-resistant castable	1,245,676	11/29/1988	Active
Resco Products, Inc. (RPI)	Canada	Semi-Cordierite and method of Making the Same	1,130,82	8/31/1982	Inactive
** 11/19/03: Transfer ownership from Harbison Walker Ref. Co. to Resco Products, Inc.[]					

EXHIBIT B					
Trademarks					
Owner	Country where trademark is registered	Trademarks	Registration #	Issue Dates	Status
Resco Products, Inc. (RPI)	U.S.	1202*	2,773,440	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	AA-22	1,708,213	8/18/1992	Active
Resco Products, Inc. (RPI)	U.S.	ADAMANT	190,868	10/28/1924	Active
Resco Products, Inc. (RPI)	U.S.	ADAMULL	417,690	11/13/1945	Active
Resco Products, Inc. (RPI)	U.S.	ADASET	279,810	1/27/1931	Active
Resco Products, Inc. (RPI)	U.S.	ALKATROL	1,768,333	5/4/1993	Active
Resco Products, Inc. (RPI)	U.S.	AL-MAX	1,193,184	4/6/1982	Active
Resco Products, Inc. (RPI)	U.S.	ALUMEX	510,329	5/31/1949	Active
Resco Products, Inc. (RPI)	U.S.	ANDAFRAC	1,778,582	6/29/1993	Active
Resco Products, Inc. (RPI)	U.S.	BASICBOND	2,700,775	3/25/2003	Active
Resco Products, Inc. (RPI)	U.S.	COELEX *	859,535	11/5/1988	Active
Resco Products, Inc. (RPI)	U.S.	CONDOR	1,821,368	2/15/1994	Active
Resco Products, Inc. (RPI)	U.S.	CORLINE **	1,182,960	12/22/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	CORPATCH **	1,169,290	9/15/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	Design - NOZZLE	833,906	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - RAMMER	833,905	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - SLICED LOAF	833,901	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - TRIDENT	825,593	3/14/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design - TROWEL	833,902	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design BAG/STRIPE	834,565	9/5/1967	Active
Resco Products, Inc. (RPI)	U.S.	Design HAND	833,904	8/22/1967	Active
Resco Products, Inc. (RPI)	U.S.	DIBOND	853,975	8/6/1962	Active
Resco Products, Inc. (RPI)	U.S.	DOLOSAND	2,112,317	11/11/1997	Active
Resco Products, Inc. (RPI)	U.S.	EAFGUN	2,707,781	4/15/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFHEARTH	2,716,389	5/12/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFPATCH	2,714,358	5/6/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAFRAM	2,716,390	5/13/2003	Active
Resco Products, Inc. (RPI)	U.S.	EAGLE	1,488,477	5/17/1988	Active
Resco Products, Inc. (RPI)	U.S.	EXCELBOND	2,412,471	12/12/2000	Active
Resco Products, Inc. (RPI)	U.S.	EXKASE	754,879	8/20/1963	Active
Resco Products, Inc. (RPI)	U.S.	EZ CAST	1,727,624	10/27/1992	Active
Resco Products, Inc. (RPI)	U.S.	EZ3 (EZ stylized)	2,085,527	8/5/1997	Active
Resco Products, Inc. (RPI)	U.S.	FERROX	714,048	4/18/1961	Active
Resco Products, Inc. (RPI)	U.S.	FURNACON	2,318,689	2/15/2000	Active
Resco Products, Inc. (RPI)	U.S.	FURNAL	1,363,359	10/1/1965	Active
Resco Products, Inc. (RPI)	U.S.	FURNAS CRETE **	520,624	2/7/1950	Inactive
Resco Products, Inc. (RPI)	U.S.	GOLDART	1,736,589	12/1/1992	Active
Resco Products, Inc. (RPI)	U.S.	GR	843,520	2/6/1968	Active
Resco Products, Inc. (RPI)	U.S.	GREFCHEM	1,167,317	9/1/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	GR-FG	1,640,495	4/9/1991	Active
Resco Products, Inc. (RPI)	U.S.	GUIDON	809,125	5/31/1966	Active
Resco Products, Inc. (RPI)	U.S.	HARKLASE	747,111	3/26/1963	Active
Resco Products, Inc. (RPI)	U.S.	HELSPOT	505,454	1/4/1949	Active
Resco Products, Inc. (RPI)	U.S.	HILOBOND	2,766,579	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	HOTZONE **	1,519,436	1/3/1989	Inactive
Resco Products, Inc. (RPI)	U.S.	INDUX	1,092,316	5/30/1978	Active
Resco Products, Inc. (RPI)	U.S.	I-R-C	1,213,983	10/30/1982	Active
Resco Products, Inc. (RPI)	U.S.	K/R	798,002	10/26/1965	Active
Resco Products, Inc. (RPI)	U.S.	K-N	1,208,192	8/24/1982	Inactive
Resco Products, Inc. (RPI)	U.S.	KRIAL	1,069,395	7/12/1977	Active

> be assigned to Resco Products, Inc.

Mark in use; application for Registration to be filed.

EXHIBIT B					
Trademarks					
<u>Owner</u>	<u>Country where trademark is registered</u>	<u>Trademarks</u>	<u>Registration #</u>	<u>Issue Dates</u>	<u>Status</u>
Resco Products, Inc. (RPI)	U.S.	KRICON	1,308,038	12/4/1984	Active
Resco Products, Inc. (RPI)	U.S.	KRICOR	1,069,396	7/12/1977	Active
Resco Products, Inc. (RPI)	U.S.	KRIFORM	1,267,974	2/21/1984	Active
Resco Products, Inc. (RPI)	U.S.	KRILEX	2,225,587	2/23/1999	Active
Resco Products, Inc. (RPI)	U.S.	KRILINE	1,340,735	6/11/1985	Active
Resco Products, Inc. (RPI)	U.S.	KRITAB **	1,161,939	7/21/1981	Inactive
Resco Products, Inc. (RPI)	U.S.	KROMAG	2,331,388	3/21/2000	Active
Resco Products, Inc. (RPI)	U.S.	LADLEMAX	2,602,103	7/30/2002	Active
Resco Products, Inc. (RPI)	U.S.	LARCOBOND *	2,773,438	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	LO-ERODE	667,934	10/7/1958	Active
Resco Products, Inc. (RPI)	U.S.	LOFERO	278,620	1/9/1951	Active
Resco Products, Inc. (RPI)	U.S.	LOFERO (stylized)- BRICK **	278,988	1/6/1951	Inactive
Resco Products, Inc. (RPI)	U.S.	LO-SET	682,404	7/31/1990	Inactive
Resco Products, Inc. (RPI)	U.S.	LO-SIL	729,613	3/13/1982	Inactive
Resco Products, Inc. (RPI)	U.S.	MAC	1,256,122	11/1/1983	Inactive
Resco Products, Inc. (RPI)	U.S.	MAG PLUS	1,356,084	8/27/1985	Active
Resco Products, Inc. (RPI)	U.S.	MARC	2,473,088	7/31/2001	Active
Resco Products, Inc. (RPI)	U.S.	MAX-BOND	2,227,899	3/2/1999	Active
Resco Products, Inc. (RPI)	U.S.	MEGOLITE	2,484,572	9/4/2001	Active
Resco Products, Inc. (RPI)	U.S.	METALDAM	2,766,581	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	MILL SET	1,240,343	8/31/1983	Active
Resco Products, Inc. (RPI)	U.S.	MONO	1,313,450	1/8/1985	Active
Resco Products, Inc. (RPI)	U.S.	MONO T9	665,916	8/19/1958	Active
Resco Products, Inc. (RPI)	U.S.	MONO-GUN *	792,052	11/5/1985	Active
Resco Products, Inc. (RPI)	U.S.	N/R **	1,530,881	3/21/1989	Inactive
Resco Products, Inc. (RPI)	U.S.	NOVUS	1,361,933	9/24/1985	Active
Resco Products, Inc. (RPI)	U.S.	NOVUS-C	1,361,932	9/24/1985	Active
Resco Products, Inc. (RPI)	U.S.	NUCON	799,388	11/30/1965	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 50	908,905	3/2/1971	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 60	840,738	12/19/1967	Active
Resco Products, Inc. (RPI)	U.S.	NUCON 80	1,024,693	11/11/1975	Active
Resco Products, Inc. (RPI)	U.S.	NULINE R-20	1,347,889	7/9/1985	Active
Resco Products, Inc. (RPI)	U.S.	NUTRI-MAG	1,358,329	9/3/1985	Active
Resco Products, Inc. (RPI)	U.S.	OCEANITE *	764,158	1/3/1984	Active
Resco Products, Inc. (RPI)	U.S.	OXILINE B	840,737	12/19/1957	Active
Resco Products, Inc. (RPI)	U.S.	PACO	662,981	6/17/1958	Active
Resco Products, Inc. (RPI)	U.S.	PACO PLASTIC BLOCKS	889,942	4/28/1970	Active
Resco Products, Inc. (RPI)	U.S.	PACOCAST	1,121,019	6/26/1979	Active
Resco Products, Inc. (RPI)	U.S.	PATCHBOND	1,092,317	5/30/1978	Active
Resco Products, Inc. (RPI)	U.S.	PERATEX	865,187	2/25/1952	Active
Resco Products, Inc. (RPI)	U.S.	PERMACAST	2,509,236	11/20/2001	Active
Resco Products, Inc. (RPI)	U.S.	PERMACON **	1,619,899	10/30/1990	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMAFLUX	2,678,992	1/21/2003	Active
Resco Products, Inc. (RPI)	U.S.	PERMAFORM **	1,486,919	5/3/1988	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMAGUN	2,483,530	6/28/2001	Active
Resco Products, Inc. (RPI)	U.S.	PERMANENTE	1,198,385	6/22/1982	Active
Resco Products, Inc. (RPI)	U.S.	PERMA-STAR **	1,623,681	11/20/1990	Inactive

be assigned to Resco Products, Inc.

left in use, application for Registration to be filed.

EXHIBIT B					
Trademarks					
Owner	Country where trademark is registered	Trademarks	Registration #	Issue Dates	Status
Resco Products, Inc. (RPI)	U.S.	PERMATAB **	1,449,698	*7/28/87	Inactive
Resco Products, Inc. (RPI)	U.S.	PERMATUN	2,678,993	1/21/2003	Active
Resco Products, Inc. (RPI)	U.S.	PHASCAST	2,496,301	10/9/2001	Active
Resco Products, Inc. (RPI)	U.S.	PROCAST	2,207,070	12/1/1998	Active
Resco Products, Inc. (RPI)	U.S.	PROGUN **	1,505,934	9/27/1988	Inactive
Resco Products, Inc. (RPI)	U.S.	PROLITE	1,696,103	6/23/1992	Inactive
Resco Products, Inc. (RPI)	U.S.	PROPAC	663,337	6/24/1958	Inactive
Resco Products, Inc. (RPI)	U.S.	PUROCAST	650,358	8/20/1957	Active
Resco Products, Inc. (RPI)	U.S.	PUROCRETE	2,766,582	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	PURO-LITE	2,766,578	9/23/2003	Active
Resco Products, Inc. (RPI)	U.S.	PUROTAB	1,300,570	10/16/1984	Active
Resco Products, Inc. (RPI)	U.S.	PURO-TAB (block letters)	649,990	6/13/1957	Active
Resco Products, Inc. (RPI)	U.S.	PYROFRAC	1,760,853	3/30/1993	Active
Resco Products, Inc. (RPI)	U.S.	PYRO-MAG	1,417,995	11/25/1986	Active
Resco Products, Inc. (RPI)	U.S.	PYROPHYL	1,717,303	9/22/1992	Active
Resco Products, Inc. (RPI)	U.S.	PYROTROL	1,739,312	12/15/1992	Active
Resco Products, Inc. (RPI)	U.S.	REDART	1,748,509	1/26/1993	Active
Resco Products, Inc. (RPI)	U.S.	RESCAL	2,557,297	4/2/2002	Active
Resco Products, Inc. (RPI)	U.S.	RESCO	587,974	4/6/1954	Inactive
Resco Products, Inc. (RPI)	U.S.	RESCO	1,697,645	6/30/1992	Active
Resco Products, Inc. (RPI)	U.S.	RESCO	702,092	8/2/1960	Active
Resco Products, Inc. (RPI)	U.S.	RESCO & DESIGN	2,557,737	4/9/2002	Active
Resco Products, Inc. (RPI)	U.S.	RESCO & DESIGN	1,751,305	2/9/1993	Active
Resco Products, Inc. (RPI)	U.S.	RESCOAT	2,690,993	6/25/2003	Active
Resco Products, Inc. (RPI)	U.S.	RESCOBOND	2,325,869	3/7/2000	Active
Resco Products, Inc. (RPI)	U.S.	RESCOCAST	1,719,480	9/22/1992	Active
Resco Products, Inc. (RPI)	U.S.	RESCOMAG	2,557,116	4/2/2002	Active
Resco Products, Inc. (RPI)	U.S.	R-MAX	2,689,021	2/18/2003	Active
Resco Products, Inc. (RPI)	U.S.	SAKONITE *	2,773,439	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	SUPERFLOW	2,255,392	6/22/1999	Active
Resco Products, Inc. (RPI)	U.S.	SUREFLOW	1,877,160	1/31/1995	Active
Resco Products, Inc. (RPI)	U.S.	TABKASE	678,725	5/19/1999	Active
Resco Products, Inc. (RPI)	U.S.	T-BOND	2,773,437	10/14/2003	Active
Resco Products, Inc. (RPI)	U.S.	TOPEX S	856,330	9/10/1998	Active
Resco Products, Inc. (RPI)	U.S.	TROWLEZE	794,365	8/17/1965	Active
Resco Products, Inc. (RPI)	U.S.	UNITAB **	680,643	6/23/1999	Inactive
Resco Products, Inc. (RPI)	U.S.	ZIRMAG	1,795,010	9/26/1993	Active
Resco Products, Inc. (RPI)	Canada	AA-22	TMA401,722	8/21/1992	Active
Resco Products, Inc. (RPI)	Canada	ADAMANT	TMDA37850	5/23/1990	Active
Resco Products, Inc. (RPI)	Canada	ALUMEX	UCA0050679	2/8/1954	Active
Resco Products, Inc. (RPI)	Canada	COLEX	TMA0476,488	5/20/1997	Active
Resco Products, Inc. (RPI)	Canada	CORLINE	TMA0276,899	12/1/1997	Active
Resco Products, Inc. (RPI)	Canada	CORPATCH	TMA0344779	9/16/1988	Active
Resco Products, Inc. (RPI)	Canada	DIBOND	TMA241155	3/14/1980	Active
Resco Products, Inc. (RPI)	Canada	DICAL	TMA261622	8/14/1981	Active
Resco Products, Inc. (RPI)	Canada	DUREX	TMA0396,656	4/3/1992	Active
Resco Products, Inc. (RPI)	Canada	DYMOND	TMA0337114	4/12/88 (not renewing)	Inactive
Resco Products, Inc. (RPI)	Canada	EZ 3	TMA0546158	7/13/2001	Active
Resco Products, Inc. (RPI)	Canada	EZ CAST	TMA0417,316	9/24/1993	Active

* is assigned to Resco Products, Inc.

** in use; application for Registration to be filed.

EXHIBIT B					
Trademarks					
<u>Owner</u>	<u>Country where trademark is registered</u>	<u>Trademarks</u>	<u>Registration #</u>	<u>Issue Dates</u>	<u>Status</u>
Resco Products, Inc. (RPP)	Canada	FERROX	TMA156965	5/24/1988	Active
Resco Products, Inc. (RPP)	Canada	FURNAL	TMA0352,893	3/10/1989	Active
Resco Products, Inc. (RPP)	Canada	FURN-A-RAM	TMA0344778	9/16/1988	Active
Resco Products, Inc. (RPP)	Canada	FURNAS CRETE	UCA0050821	2/8/1954	Active
Resco Products, Inc. (RPP)	Canada	GRCO	UCA020435	12/28/1944	Active
Resco Products, Inc. (RPP)	Canada	GUIDON	TMA231047	11/24/1978	Active
Resco Products, Inc. (RPP)	Canada	HELKOTE	UCA0049033	2/9/1989	Active
Resco Products, Inc. (RPP)	Canada	HELSPOT	UCA0049034	2/9/1984	Active
Resco Products, Inc. (RPP)	Canada	I. R. C.	TMA0476,484	5/20/1997	Active
Resco Products, Inc. (RPP)	Canada	INDUX	TMA0240382	3/7/1980	Active
Resco Products, Inc. (RPP)	Canada	K/R 1202	TMA0250,186	9/5/1980	Active
Resco Products, Inc. (RPP)	Canada	KRIAL	TMA0476,487	5/20/1997	Active
Resco Products, Inc. (RPP)	Canada	KRICON	TMA0344776	9/16/1988	Active
Resco Products, Inc. (RPP)	Canada	KRICOR	TMA0476,486	5/20/1997	Active
Resco Products, Inc. (RPP)	Canada	KRILEX	TMA0485,721	11/18/1997	Active
Resco Products, Inc. (RPP)	Canada	KRILINE	TMA0344774	9/16/1988	Active
Resco Products, Inc. (RPP)	Canada	KRITAB	TMA0344775	9/16/1988	Active
Resco Products, Inc. (RPP)	Canada	KROMAG	TMA0485,726	11/18/1997	Active
Resco Products, Inc. (RPP)	Canada	LADLEMAX	TMA566,640	8/29/2002	Active
Resco Products, Inc. (RPP)	Canada	LO-ERODE	TMA0244,490	5/1/1980	Active
Resco Products, Inc. (RPP)	Canada	LOFERO	TMA0245,098	10/6/1980	Active

be assigned to Resco Products, Inc.
 not in use; application for Registration to be filed.

SCHEDULE C

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None.

SCHEDULE D

LICENSES

None.