

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/9)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF Patent and Trademark

Tab settings

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

1. Name of conveying NORWESCO, INC.

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

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

3. Nature of conveyance:

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

Execution Date: DECEMBER 29, 2004

2. Name and address of receiving party(ies)

Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc., As Administrative Agent Internal Address:

Street Address: 222 N. LaSalle Street

Chicago State: IL Zip: 60601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State

Other division of a Delaware Corporation

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) n/a

B. Trademark Registration

1,828,033, 1,828,032

Additional numbers attached? NO

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

Name: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

City: Stat Zip: 600

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00 40.00

8. Deposit account number: 50-3155

(Attach duplicate copy of this page if paying by deposit account)

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 of the original document.

RAKHEE VERMA Name of Person

Signature

January 11, 2005 Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 003014 FRAME: 0596

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SCHEDULE A

NORWESCO – United States Registration, Reg. No. 1,828,033

NORWESCO – Canada Registration, Reg. No. 439,880

Miscellaneous Design (NW Logo) – United States Registration, Reg. No. 1,828,032

Miscellaneous Design (NW Logo) – Canada Registration, Reg. No. 439,881

**TRADEMARK SECURITY AGREEMENT
(UNITED STATES)**

THIS TRADEMARK SECURITY AGREEMENT (United States) (the "Agreement") made as of this 29 day of December, 2004 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement defined below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement (U.S. Borrower for U.S. Obligations) of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. General Terms and Conditions. Notwithstanding the order of creation and perfection of the Liens and Security Interests granted by Grantor (i) to the Grantee hereunder to secure the Obligations and (ii) to the Canadian Grantee (as defined below) under that certain Trademark Security Agreement (Canada) dated as of the date hereof by and between Grantor and MERRILL LYNCH CAPITAL CANADA, INC., in its capacity as Administrative Agent (the "Canadian Grantee") under the Credit Agreement described thereunder (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Canadian Agreement"), to secure the Obligations (as defined in the Canadian Agreement), such Liens and Security Interests shall be *pari passu*.

[Signature Page Follows]

Trademark Security Agreement- (US Agent)

TRADEMARK
REEL: 003014 FRAME: 0599

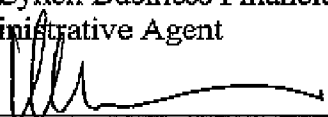
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: _____
Name: Paul F. Klaus
Title: Chief Financial Officer


Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: Kristine Morrell
Title: Assistant Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____