

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. 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): <u>International Surface Preparation Group, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Ableco Finance LLC</u> Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>December 16, 2004</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/416,888</u> B. Trademark Registration No.(s) <u>2270164; 2726419; 2653113; 657738;</u> <u>2270165; 2782172; 2571907; 1273327;</u> <u>2579410; 410216</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel Angel, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>		6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>290.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP/Order No.</u> <u>014951/0609</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Daniel Angel, Esq.</u> <u>[Signature]</u> <u>January 25, 2005</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>5</u>					

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

CH \$290.00 500675 76416888

ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, International Surface Preparation Group, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated December 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

N WITNESS WHEREOF, the Assignor has caused this Assignment to be duly
officer thereunto duly authorized as of December 16, 2004.

INTERNATIONAL SURFACE PREPARATION
GROUP, INC.

By: _____

Name: Michael A. Carranza
Title: Vice President

STATE OF NY
COUNTY OF NY

ss.:

On this 16th day of December, 2004, before me personally came Michael A. Caranza, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of INTERNATIONAL SURFACE PREPARATION GROUP, INC. and that s/he executed the foregoing instrument in the firm name of INTERNATIONAL SURFACE PREPARATION GROUP, INC. and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



ALFONSO DeCICCO
Notary Public, State of New York
No. 02DE6069851
Qualified in Kings County
Commission Expires February 11, 2006

AMENDED SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

Owner	Trademark	Country	Registration No.	Registration Date
International Surface Preparation Group, Inc.	AUTOBLAST	US	2270164	17-Aug-1999
International Surface Preparation Group, Inc.	CASTALLOY	US	2726419	17-July-2003
	EZEFIT	US		
International Surface Preparation Group, Inc.	FLEXBELT	US	2653113	26-Nov-2002
International Surface Preparation Group, Inc.	LONG-LYFE	US	657738	1/28/1958
U S Filter Surface Preparation Group Inc.	SOUNDABATOR	US	REJECTED	N/A
International Surface Preparation Group, Inc.	TRUBLAST	US	2270165	17-Aug-1999
International Surface Preparation Group, Inc.	SUPER III TUMBLAST	US	2782172	11-Nov-2003
International Surface Preparation Group, Inc.	SUPER V TUMBLAST	US	2571907	21-May-2002
International Surface Preparation Group, Inc.	TARGET-TRAK	US	Pending	4-June-2002 (+)
International Surface Preparation Group, Inc.	THE MOLDER & DESIGN	US	1273327	4/10/1984
International Surface Preparation Group, Inc.	TUMBLAST	US	2579410	6/11/2002
International Surface Preparation Group, Inc.	WHEELAPEEN	US	410216	11/14/1944

(+) Filing Date