

08-18-2004



Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

102816304

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-17-04

**1. Name of conveying party(ies)/Execution Date(s):**

Tecta America Corp.  
5215 Old Orchard Road, Suite 880  
Skokie, Illinois 60077

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State Wisconsin
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) August 4, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Merrill Lynch Capital,  
a division of Merrill Lynch Business  
Financial Service Inc., as Agent

Street Address: 222 North LaSalle Street, 16th Floor

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60601

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Delaware
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached Schedule A

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

Name: Catherine Ho

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

Vedder, Price, Kaufmann & Kammholz

Street Address: \_\_\_\_\_

222 North LaSalle Street, Suite 2400

City: Chicago

State: Illinois Zip: 60601

Phone Number: (312) 609-7817

Fax Number: (312) 609-5005

Email Address: cho@vedderprice.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_      **OP**  
Expiration Date \_\_\_\_\_      **40.00 OP**

b. Deposit Account Number \_\_\_\_\_      **50.00 OP**  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Catherine Ho  
Signature

August 16, 2004  
Date

Catherine Ho

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/17/2004 LINDSEY 00000133 2635876  
01 FC:1521  
02 FC:1522

TRADEMARK  
REEL: 003028 FRAME: 0551

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Application Date</u>
Tecta America	2,635,876	10/15/2002	75,713,022	05/25/1999
TectaTr@cker	2,780,044	10/29/2002	76,198,417	01/23/2001
Tectacare	2,640,288	10/22/2002	75,911,731	02/07/2000

TRADEMARK APPLICATIONS

None

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of August, 2004 by Tecta America Corp., a Wisconsin corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H:

WHEREAS, Grantor and Grantee 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 of even date herewith among Grantor, Grantee and certain other Loan Parties (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:

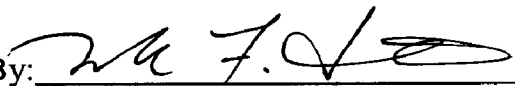
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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.

(Signature Page to Trademark Security Agreement)

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

TECTA AMERICA CORP., a Wisconsin corporation


By: 

Name: Mark F. Santacrose

Title: President and CEO

Agreed and Accepted  
As of the Date First Written Above

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

By: 

Name: Kenneth Rardin

Title: Vice President