TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	02/28/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sermatech International Incorporated		02/28/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830-6353
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	903747	FLEXIJOINT
Registration Number:	1288644	ETHYLARMOR
Registration Number:	1288645	FLEXARMOR
Registration Number:	1359737	ISPA
Registration Number:	1371781	BLUE ARMOR
Registration Number:	1404543	BLUE ARMOR
Registration Number:	1523847	METBOND
Registration Number:	1623451	HAZCOR
Registration Number:	1874252	5380
Registration Number:	2082215	FLO-VU
Registration Number:	2190840	SERMASEAL
Registration Number:	2190845	SERMABOND

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Registration Number:	2190846	SERMALUBE
Registration Number:	2268282	SI
Registration Number:	2325509	SERMATECH
Registration Number:	2335561	SHORCOAT
Registration Number:	2397431	SERMATECH REPAIRS FOR LIFE
Registration Number:	2399657	SERMATECH COATINGS ON TOP
Registration Number:	2401667	SERMALON
Registration Number:	2411635	5380 D.P.
Registration Number:	2454978	ENGINEERING THE WORLD'S FINEST COATING SYSTEMS THERE'S NO SUBTITUTE FOR EXPERIENCE
Registration Number:	2493888	SERMATECH M A N U F A C T U R I N G PRECISION IN THE MAKING
Serial Number:	76619560	SERMALCOTE
Serial Number:	76619558	SERMAFLOW
Serial Number:	76619557	SERMAFILL
Serial Number:	76619556	SERMAGARD
Serial Number:	76619434	SERMALOY
Serial Number:	76619418	SERMETEL
Serial Number:	76614864	ARMORLITH
Serial Number:	76532034	PURE-VU

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 268 6327

Email: rlal@mofo.com

Correspondent Name: Lynn M. Humphreys

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	03/14/2005

Total Attachments: 10

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Execution Copy

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of February, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as Agent for the Lender Group, the Bank Product Providers and the Specified Product Providers (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Sermatech International Holdings Corp., a Delaware corporation ("Parent"), ACP SI Acquisition Sub Corp., a Delaware corporation ("Newco"), Sermatech International Incorporated, a Pennsylvania corporation ("Sermatech"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, the Bank Product Providers and the Specified Product Providers, that certain Security Agreement dated as of February 28, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, the Bank Product Providers and the Specified Product Providers, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Specified Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to the extent contained in the Collateral (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Specified Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SERMATECH INTERNATIONAL HOLDINGS CORP.,
a Delaware corporation, as a Grantor

By:_____
Name:_____
Title:_____

ACP SI ACQUISITION SUB CORP.,
a Delaware corporation, as a Grantor

By:_____
Name:_____
Title:_____

SERMATECH INTERNATIONAL INCORPORATED,
a Pennsylvania corporation, as a Grantor

By:_____
Name:_____
Title:_____

SERMATECH INTERNATIONAL CANADA CORP.,
a Delaware corporation, as a Grantor

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

SERMATECH INTERNATIONAL CANADA GP LLC,
a Delaware limited liability company, as a Grantor

By:_____

Name:_____

Title:_____

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

AGENT:

SILVER POINT FINANCE, LLC,
a Delaware limited liability company, as Agent

By: _____
Name: _____
Title: Jeffrey A. Gelfand
Authorized Signatory

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

FLEXIJOINT	U.S.	903,747	December 8, 1970	Sermatech International, Inc.
ETHYLARMOR	U.S.	1,288,644	August 7, 1984	Sermatech International, Inc.
FLEXARMOR	U.S.	1,288,645	August 7, 1984	Sermatech International, Inc.
ISPA	U.S.	1,359,737	September 10, 1985	Sermatech International, Inc.
BLUE ARMOR	U.S.	1,371,781	November 19, 1985	Sermatech International, Inc.
BLUE ARMOR	U.S.	1,404,543	August 12, 1986	Sermatech International, Inc.
METBOND	U.S.	1,523,847	February 7, 1989	Sermatech International, Inc.
HAZCOR	U.S.	1623451	August 28, 1990	Sermatech International, Inc.
5380	U.S.	1,874,252	January 17, 1995	Sermatech International, Inc.
FLO-VU	U.S.	2,082,215	July 22, 1997	Sermatech International, Inc.
SERMASEAL	U.S.	2,190,840	September 22, 1998	Sermatech International, Inc.
SERMABOND	U.S.	2,190,845	September 22, 1998	Sermatech International, Inc.
SERMALUBE	U.S.	2,190,846	September 22, 1998	Sermatech International, Inc.
SI and Design	U.S.	2,268,282	August 10, 1999	Sermatech International, Inc.
SERMATECH	U.S.	2,325,509	March 7, 2000	Sermatech International, Inc.
SHORCOAT	U.S.	2,335,561	March 28, 2000	Sermatech International, Inc.

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SERMATECH REPAIRS FOR LIFE and Design	U.S.	2,397,431	October 24, 2000	Sermatech International, Inc.
SERMATECH COATINGS ON TOP	U.S.	2,399,657	October 31, 2000	Sermatech International, Inc.
SERMALON	U.S.	2,401,667	November 7, 2000	Sermatech International, Inc.
5380 D.P.	U.S.	2,411,635	December 12, 2000	Sermatech International, Inc.
ENGINEERING THE WORLD'S FINEST COATING SYSTEMS THERE'S NO SUBSTITUTE FOR EXPERIENCE and Design	U.S.	2,454,978	May 29, 2001	Sermatech International, Inc.
SERMATECH MANUFACTURING PRECISION IN THE MAKING and Design	U.S.	2,493,888	October 2, 2001	Sermatech International, Inc.
SERMETEL	Argentina	1674485	July 14, 1998	Sermatech International, Inc.
SERMETEL	Australia	252092	September 22, 1971	Sermatech International, Inc.
SERMETEL	Australia	269169	June 8, 1973	Sermatech International, Inc.
SERMAGARD	Australia	416509	May 17, 1989	Sermatech International, Inc.
SERMALOY	Australia	633855	August 31, 1995	Sermatech International, Inc.
SERMETEL	Benelux	50630	September 8, 1971	Sermatech International, Inc.
SERMETEL	Brazil	6147445	October 25, 1985	Sermatech International, Inc.
S & DESIGN	Canada	TMA390758	November 29, 1991	Sermatech International, Inc.
ETHYLARMOR	Canada	TMA304328	July 5, 1985	Sermatech International, Inc.
FLEXARMOR	Canada	TMA304105	June 28, 1985	Sermatech International, Inc.

FLEXIJOINT	Canada	TMA234624	July 27, 1979	Sermatech International, Inc.
GATOR-GARD	Canada	TMA373545	September 21, 1990	Sermatech International, Inc.
METBOND	Canada	TMA370181	June 29, 1990	Sermatech International, Inc.
SERMAGARD	Canada	TMA603911	March 3, 2004	Sermatech International, Inc.
SERMALOY	Canada	TMA447142	September 1, 1995	Sermatech International, Inc.
SERMETEL	Canada	TMA196930	January 25, 1974	Sermatech International, Inc.
SERMETEL	Canada	TMA144266	March 4, 1966	Sermatech International, Inc.
5380	France	96-655674	December 16, 1996	Sermatech International, Inc.
5380 D.P.	France	96-655673	December 15, 1996	Sermatech International, Inc.
5380	France	96-603923	January 2, 1996	Sermatech International, Inc.
SERMETEL	Germany	830879	May 14, 1965	Sermatech International, Inc.
SERMETEL	Israel	34580	August 5, 1976	Sermatech International, Inc.
SERMETEL	Israel	34706	June 3, 1974	Sermatech International, Inc.
SERMETEL	Israel	38374	June 20, 1975	Sermatech International, Inc.
SERMETEL	Israel	38375	June 20, 1975	Sermatech International, Inc.
SERMETEL	Israel	38705	August 31, 1975	Sermatech International, Inc.
SERMETEL	Italy	464175	February 9, 1987	Sermatech International, Inc.
SERMETEL	Italy	644638	March 2, 1995	Sermatech International, Inc.

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SERMETEL	Italy	714237	June 16, 1997	Sermatech International, Inc.
SERMETEL	Japan	727264	December 16, 1966	Sermatech International, Inc.
SERMETEL	Japan	2178290	October 31, 1989	Sermatech International, Inc.
SERMALOY	Japan	3276693	April 11, 1997	Sermatech International, Inc.
SERMAGARD	Korea, Republic of	122078	To be provided	Sermatech International, Inc.
SERMETEL	Spain	671224	February 25, 1975	Sermatech International, Inc.
SERMETEL	Spain	671225	February 1, 1978	Sermatech International, Inc.
SERMETEL	Spain	671226	April 1, 1978	Sermatech International, Inc.
SERMETEL	Spain	671227M	June 9, 1975	Sermatech International, Inc.
SERMETEL	Spain	671228M	September 30, 1976	Sermatech International, Inc.
SERMETEL	Spain	671229	November 29, 1975	Sermatech International, Inc.
SERMAGARD	Sweden	203556	December 12, 1986	Sermatech International, Inc.
SERMETEL	Switzerland	355295	May 8, 1987	Sermatech International, Inc.
SERMETEL	United Kingdom	881939	July 15, 1965	Sermatech International, Inc.
SERMAGARD	United Kingdom	1232946	January 3, 1985	Sermatech International, Inc.
SERMALOY	United Kingdom	1576754	December 1, 1995	Sermatech International, Inc.

Trademark Applications

Trademark	Jurisdiction	App. No.	Filing Date	Current Record Owner
SERMALCOTE	U.S.	76-619560	November 5, 2004	Sermatech International, Inc.
SERMAFLOW	U.S.	76-619558	November 5, 2004	Sermatech International, Inc.
SERMAFILL	U.S.	76-619557	November 5, 2004	Sermatech International, Inc.
SERMAGARD	U.S.	76-619556	November 5, 2004	Sermatech International, Inc.
SERMALOY	U.S.	76-619434	November 5, 2004	Sermatech International, Inc.
SERMETEL	U.S.	76-619418	November 5, 2004	Sermatech International, Inc.
ARMORLITH	U.S.	76-614864	October 4, 2004	Sermatech International, Inc.
PURE-VU	U.S.	76-532034	July 21, 2003	Sermatech International, Inc.
SERMETEL	Community Trademark	3213477	December 22, 2004	Sermatech International, Inc.