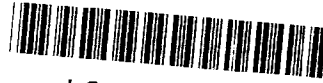


10-14-2004



MERCE  
k Office

RECORDATION FORM COV

TRADEMARKS UNL 102858406

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

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

*Parker Paint Mfg. Co., Inc.*

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

Citizenship (see guidelines) *Washington*

Execution Date(s) *09/30/2004*

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 Services, Inc.*

Street Address: *222 N. LaSalle St., 16th Fl*

City: *Chicago*

State: *Illinois*

Country: *USA*

Zip: *60601*

- ☐ Association ☐ Citizenship \_\_\_\_\_  
☐ General Partnership ☐ Citizenship \_\_\_\_\_  
☐ Limited Partnership ☐ Citizenship \_\_\_\_\_  
☐ Corporation ☐ Citizenship \_\_\_\_\_  
☐ 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)

*78318617*

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: *Deborah Taylor*

Internal Address: *c/o Latham & Watkins LLP*

Street Address: *633 W. 5th Street, Ste. 4000*

City: *Los Angeles*

State: *CA* Zip: *90071*

Phone Number: *213/485-1234*

Fax Number: *213/891-8763*

Email Address: *deborah.taylor@lw.com*

6. Total number of applications and registrations involved:

*20*

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ *515.00*

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*Deborah Taylor*  
Signature

*October 6, 2004*

Date

BYRNE 00000035 78318617 Deborah E. Taylor

40.00 Fee 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

TRADEMARK  
REEL: 003061 FRAME: 0647

## **TRADEMARK REGISTRATIONS**

78318617  
78424986  
78424996  
78425010  
78425012  
78425159  
78425170  
78425181  
78425203  
78425593  
78425608  
78425616  
78425629  
78426105  
78426144  
78426156  
78426168  
78426183  
78426196  
78426203

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2004 by PARKER PAINT MFG. CO., INC., a Washington 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 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 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 and Grantee agree 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.


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

PARKER PAINT MFG. CO., INC.,  
a Washington corporation

By:   
Its: VP

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:   
Its: \_\_\_\_\_

SCHEDULE 1(to Trademark Security Agreement Parker Paint Mfg. Co., Inc.)TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
None.		

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Parker Paint (new logo)	78/318,617	October 25, 2003
Great Northwest Paint	78/424,986	May 25, 2004
Flextron	78/424,996	May 25, 2004
Satin Glow	78/425,010	May 25, 2004
Pro Shell	78/425,012	May 25, 2004
Pro Sheen	78/425,159	May 26, 2004
Wall Glow	78/425,170	May 26, 2004
Wall Kolor	78/425,181	May 26, 2004
Pro Prime	78/425,203	May 26, 2004
Pro Hide	78/425,593	May 26, 2004
Park Avenue	78/425,608	May 26, 2004
Flex Prime	78/425,616	May 26, 2004
Pro Satin	78/425,629	May 26, 2004

Wood Hide	78/426,105	May 27, 2004
Weather Shield	78/426,144	May 27, 2004
Velva Kolor	78/426,156	May 27, 2004
Flex Glow	78/426,168	May 27, 2004
Pro Flat	78/426,183	May 27, 2004
Over All	78/426,196	May 27, 2004
First Kote	78/426,203	May 27, 2004