

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation		04/05/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Kimberton Enterprises, Inc.
Street Address:	300 Delaware Avenue
Internal Address:	Suite 1704
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	75975386	MONSEY PREMIER
Serial Number:	75061953	TIN-KOTE
Serial Number:	74658303	SEABOARD
Serial Number:	74658302	SEABOARD
Serial Number:	74647162	BLACK MAGIC
Serial Number:	74645799	"TUF FEE"
Serial Number:	74603289	BLACK CORAL
Serial Number:	74562731	VELTEX
Serial Number:	74562730	PERMASEAL
Serial Number:	74562729	PERMASEAL
Serial Number:	74562726	FLEXX
Serial Number:	74562725	ANCOV
Serial Number:	74500752	WET SEAL

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Serial Number:	74475949	PRO-GRADE
Serial Number:	74321051	BRIDGEWORKS
Serial Number:	74295535	M PAINTER'S CHOICE SINCE 1852
Serial Number:	74266953	M CLASSIC QUALITY PAINT SINCE 1852
Serial Number:	74266713	M MONSEY PRODUCTS CO. CLASSIC PAINTS SINCE 1852
Serial Number:	74062835	ROOF GUARD
Serial Number:	74062833	ACRALUME
Serial Number:	74003487	METALSHIELD
Serial Number:	73774801	AMERICAN SEAL PAINTS ASPHALTS - ADHESIVES SINCE 1952
Serial Number:	73774800	AMERICAN SEAL
Serial Number:	73769982	ELASTO-SEAL
Serial Number:	73766359	STOP LEAK
Serial Number:	73764322	MINUTEMAN
Serial Number:	73764321	ROOF-FIX
Serial Number:	73764319	EAGLE
Serial Number:	73764117	FIX-A-LEAK
Serial Number:	73764099	LEAK PRUF
Serial Number:	73726792	DEK-PRO-TECH
Serial Number:	73717129	MBA
Serial Number:	73633093	FIBERLUME
Serial Number:	73633092	VITALASTIC
Serial Number:	73621852	AQUA-BRIGHT
Serial Number:	73607583	MINUTEMAN EASY-TO-STIR RUBBERIZED BLACKTOP SEALER & FILLER
Serial Number:	73593395	WESTERN STAR
Serial Number:	73590271	WESTERN STAR
Serial Number:	73554942	MONSEY
Serial Number:	73530404	M MONSEY WOOD-PRO-TECH
Serial Number:	73482624	ENDURE
Serial Number:	73463277	LONG-LIFE
Serial Number:	73357087	GULF-SEAL
Serial Number:	73320072	GULF-SEAL
Serial Number:	73308366	RUST MISER
Serial Number:	73293855	M

Serial Number:	73229356	GLASBOND
Serial Number:	73047598	
Serial Number:	73016099	GULF-SEAL
Serial Number:	72356185	WATER BOND
Serial Number:	72192310	MODAC
Serial Number:	72188180	GUARDSEAL
Serial Number:	72154274	WEATHER-CHEK
Serial Number:	71647153	GULF-SEAL
Serial Number:	76236672	

CORRESPONDENCE DATA

Fax Number: (202)639-7003

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

Phone: 202-639-7328

Email: wadeki@ffhsj.com

Correspondent Name: Kimberly Wade

Address Line 1: 1001 Pennsylvania Ave. N.W.

Address Line 2: Fried Frank

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Kimberly Wade
Signature:	/Kimberly Wade/
Date:	04/07/2005

Total Attachments: 7

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST, dated and effective as of April 5, 2005, (the "Effective Date"), by Fleet Capital Corporation ("Fleet"), grants a release of security interest to Henry Company, Inc., ("Henry") and Kimberton Enterprises, Inc. ("Kimberton") (Henry together with Kimberton are referred to as the "Company") as follows:

WHEREAS, the Company and Fleet are parties to a Intellectual Property Security Agreement dated as of August 23, 2001, as amended, restated, or otherwise modified (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Company granted to Fleet a security interest in, all right, title and interest of the Company in and to the Collateral (as defined in the Security Agreement) and with respect to any Trademarks (as defined in the Security Agreement), all goodwill, business and/or means of production associated with the goods produced or sold or the services rendered in connection with such Trademarks (collectively, with the Collateral, "Intellectual Property") identified on Schedules A-1 and A-2;

WHEREAS, pursuant to the Security Agreement, Fleet's security interest in the Intellectual Property was recorded at Reel/Frame Nos. [2352/0755, 2357/0377, 2360/0808 and 12103/0132] with the United States Patent & Trademark Office on [August 23, 2001 and August 24, 2001]; and

WHEREAS, pursuant to the Security Agreement, the Company fulfilled its obligations and commitments as of the Effective Date and Fleet has agreed to release its security interest in and assign to the Company any and all interest it may have in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Fleet acknowledges that, as of the Effective Date, Fleet has released all of its security interest in the Intellectual Property, and has assigned its entire right, title and interest, if any, in all Intellectual Property to the Company.
2. This RELEASE OF SECURITY INTEREST has been executed and delivered by Fleet for the purpose of releasing, removing, or otherwise eliminating the Security Agreement in favor of Fleet in the Intellectual Property that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world. All of the Company's obligations under the Security Agreement are thus terminated as of the Effective Date.
3. Fleet has, and will at any time in the future sign all agreements, documents, or otherwise take any actions, necessary to carry out this Agreement and the obligations herein. In the event that Fleet does not take any such actions, Fleet hereby appoints and constitutes the Company as its true and lawful attorney, with full power of substitution and with full power and authority to carry out any actions to evidence or perfect such release.
4. This Agreement shall be binding upon Fleet's legal representatives, successors and assigns.

FLEET CAPITAL CORPORATION

By:



Name: **John Tolle**

Title: **Vice President**

SCHEDULE A-2

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
MONSEY PREMIER	75-975386	11/9/1993
TIN-KOTE	75-061953	2/20/1996
SEABOARD	74-658303	3/23/1995
SEABOARD (and Design)	74-658302	3/23/1995
BLACK MAGIC	74-647162	3/15/1995
"TUF FEE"	74-645799	3/13/1995
BLACK CORAL	74-603289	11/10/1994
VELTEX	74-562731	8/18/1994
PERMASEAL	74-562730	8/18/1994
PERMASEAL	74-562729	8/18/1994
FLEXX	74-562726	8/18/1994
ANCOV	74-562725	8/18/1994
WET SEAL	74-500752	3/14/1994
PRO-GRADE	74-475949	1 /3/ 1994
BRIDGEWORKS	74-321051	10/8/1992
M PAINTER'S CHOICE SINCE 1852 (and Design)	74-295535	7/20/1992

SCHEDULE A-2

TRADEMARKS

Mark	Serial No.	Date Issued
M CLASSIC QUALITY PAINT SINCE 1852 (and Design)	74-266953	4/17/1992
M MONSEY PRODUCTS CO. CLASSIC PAINTS SINCE 1852 (and Design)	74-266713	4/17/1992
ROOF GUARD	74-062835	5/25/1990
ACRALUME	74-062833	5/25/1990
METALSHIELD	74-003487	11/20/1989
AMERICAN SEAL PAINTS ASPHALTS — ADHESIVES SINCE 1952 (and Design)	73-774801	1/17/1989
AMERICAN SEAL	73-774800	1/17/1989
ELASTO-SEAL	73-769982	12/16/1988
STOP LEAK (and Design)	73-766359	11/30/1988
MINUTEMAN	73-764322	11/17/1988
ROOF-FIX	73-764321	11/17/1988
EAGLE	73-764319	11/17/1988
FIX-A-LEAK	73-764117	11/17/1988
LEAK PRUF	73-764099	11/17/1988
DEK-PRO-TECH	73-726792	5/6/1988
MBA	73-717129	3/16/1988
FIBERLUME	73-633093	12/1/1986

TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
VITALASTIC	73-633092	12/1/1986
AQUA-BRIGHT	73-621852	9/24/1986
MINUTEMAN EASY-TO-STIR RUBBERIZED BLACKTOP SEALER & FILLER (and Design)	73-607583	7/2/1986
WESTERN STAR (and Design)	73-593395	4/14/1986
WESTERN STAR	73-590271	3/27/1986
MONSEY	73-554942	8/22/1985
M MONSEY WOOD-PRO-TECH (and Design)	73-530404	4/3/1985
ENDURE	73-482624	5/29/1984
LONG-LIFE	73-463277	1/30/1984
GULF-SEAL	73-357087	3/29/1982
GULF-SEAL (and Design)	73-320072	7/21/1981
RUST MISER	73-308366	5/1/1981
M (Stylized)	73-293855	1/21/1981
GLASBOND	73-229356	8/20/1979
(Design Only)	73-047598	3/24/1974
GULF-SEAL (and Design)	73-016099	3/18/1974
WATER BOND (and Design)	72-356185	4/7/1970
MODAC	72-192310	4/29/1964

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TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Issued</u>
GUARDSEAL (Stylized)	72-188180	3/9/1964
WEATHER-CHEK	72-154274	10/1/1962
GULF-SEAL (Stylized)	71-647153	3/18/1953

SCHEDULE A-2

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
(Design Only)	76-236672	4/9/2001