

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HENRY COMPANY		04/06/2005	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GUGGENHEIM CORPORATE FUNDING, LLC
<b>Street Address:</b>	135 EAST 57TH STREET
<b>Internal Address:</b>	23RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 125

Property Type	Number	Word Mark
Registration Number:	1992242	#1 CHOICE OF PROFESSIONALS
Registration Number:	1040133	
Registration Number:	1759892	107
Registration Number:	1759893	203
Registration Number:	1715781	204
Registration Number:	1718160	208
Registration Number:	1734841	220
Registration Number:	1757859	280
Registration Number:	1592648	430
Registration Number:	1567742	440
Registration Number:	1640131	ACRALUME
Registration Number:	1408109	ALUMI TOP
Registration Number:	2306672	APPATCH

CH \$3140.00 1992242

Registration Number:	2226438	AQUA-BLOC
Registration Number:	1440379	AQUA-BRIGHT
Registration Number:	1987945	AQUALITE
Registration Number:	2095887	ARMA-SEAL
Registration Number:	1890730	BAKOR
Registration Number:	1972449	BLACK CORAL
Registration Number:	1951446	BLACK MAGIC
Registration Number:	1568993	BLUESKIN
Registration Number:	2630978	BUILDING ENVELOPE SYSTEMS
Registration Number:	2209696	BUT'YL-NEK
Registration Number:	2051403	CAL SEAL
Registration Number:	1407687	CAN-DO GUIDE
Registration Number:	1736597	COLD AP
Registration Number:	1847723	COLD PRO
Registration Number:	969489	
Registration Number:	2689383	DOT STICK
Registration Number:	2045588	DURASEAL
Registration Number:	1542551	EAGLE
Registration Number:	2612351	ELASTIC ROOF SEALER
Registration Number:	1729378	ELASTOBLACK
Registration Number:	1764491	ELASTOCAULK
Registration Number:	1898931	ELASTOMASTIC
Registration Number:	1746418	ELASTOMULSION
Registration Number:	1563354	ELASTO-SEAL
Registration Number:	1962593	ELASTOTAPE
Registration Number:	1460499	ENDURE
Registration Number:	1455977	FIBERLUME
Registration Number:	1543560	FIX-A-LEAK
Registration Number:	2050456	FLASHMASTIC
Registration Number:	1905652	FLEXX
Registration Number:	2270356	GEO
Registration Number:	1191194	GLASBOND
Registration Number:	1955341	GREENGUARD
Registration Number:	621537	GRIP-RITE
Registration Number:	815319	GUARDSEAL

Registration Number:	1269188	GULF-SEAL
Registration Number:	1011291	GULF-SEAL
Registration Number:	1228474	GULF-SEAL
Registration Number:	631571	GULF-SEAL
Registration Number:	1501782	HENRY
Registration Number:	1064754	HENRY
Registration Number:	2812328	HENRY LO-SLOPE
Registration Number:	2743485	HENRY...BECAUSE YOU ONLY WANT TO DO IT ONCE
Registration Number:	2550287	HYDRO-FLEX WATERSTOP
Registration Number:	1899492	INSULBOND
Registration Number:	1196799	KOAMING-AIDE
Registration Number:	1230671	KOAMING-AIDE
Registration Number:	811226	KTS
Registration Number:	2790469	KURE-A-LEKE
Registration Number:	1545885	LEAK PRUF
Registration Number:	1345322	LONG-LIFE
Registration Number:	1205097	M
Registration Number:	1074545	MARITAPE
Registration Number:	1363921	MARVIN
Registration Number:	1344437	MAXI-GARD
Registration Number:	1509737	MBA
Registration Number:	1668948	METALSHIELD
Registration Number:	1542553	MINUTEMAN
Registration Number:	1438597	MINUTEMAN EASY-TO-STIR RUBBERIZED BLACKTOP SEALER & FILLER
Registration Number:	1883197	
Registration Number:	1036478	
Registration Number:	2326989	MODIFIED PLUS
Registration Number:	1994028	MONOLITHIC
Registration Number:	1400002	MONSEY
Registration Number:	2033129	MONSEY PREMIER
Registration Number:	1362801	M MONSEY WOOD-PRO-TECH
Registration Number:	2279654	PBA
Registration Number:	1911426	PERMASEAL
Registration Number:	1908489	PERMASEAL

Registration Number:	1912903	PERMAX
Registration Number:	1708207	POLYBITUME
Registration Number:	2152232	POLYMULSION
Registration Number:	2089637	POLYSEAL
Registration Number:	2409553	PONDPATCH
Registration Number:	1711706	PRMA-PLUS III
Registration Number:	1963675	PRO-GRADE
Registration Number:	2151518	QUIKDRY
Registration Number:	705432	RAM-NEK
Registration Number:	1983042	RAM-WRAP
Registration Number:	1827126	REDY COAT
Registration Number:	1640132	ROOF GUARD
Registration Number:	1605568	ROOFER'S CHOICE
Registration Number:	1542552	ROOF-FIX
Registration Number:	614222	RUBBER-COAT
Registration Number:	1075938	RUB'R-NEK
Registration Number:	1960263	SEABOARD
Registration Number:	1957970	SEABOARD
Registration Number:	2200048	SEALALL
Registration Number:	1955340	SHAKEGUARD
Registration Number:	1687455	SOLAR-FLEX
Registration Number:	2582288	SOLARFLEX
Registration Number:	2180928	SPECSEAL
Registration Number:	1088734	STAY BLACK
Registration Number:	2293240	STAY BRIGHT
Registration Number:	2717364	STELCO
Registration Number:	2717365	STELWAGON
Registration Number:	1562176	STOP LEAK
Registration Number:	2377938	SYNKO FLEX
Registration Number:	2377937	SYNKO FLEX
Registration Number:	997441	SYNKO FLEX
Registration Number:	997440	SYNKO-FLEX
Registration Number:	2493109	SYNKO-MASTIC
Registration Number:	2414932	THE HENRY ROOF WIZARD
Registration Number:	1689664	THE HENRY WINE GROUP

Registration Number:	1989108	TOP CHOICE
Registration Number:	1618261	TREECURE
Registration Number:	1447513	VITALASTIC
Registration Number:	754471	WEATHER-CHEK
Registration Number:	1415902	WESTERN STAR
Registration Number:	1415908	WESTERN STAR
Registration Number:	1756859	WET PATCH
Registration Number:	1937521	WET SEAL

**CORRESPONDENCE DATA**

Fax Number: (212)839-5599  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128397366  
Email: kzuehlke@sidley.com  
Correspondent Name: Katrin Zuehlke  
Address Line 1: 787 Seventh Avenue  
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Katrin Zuehlke
Signature:	/Katrin Zuehlke/
Date:	04/08/2005

Total Attachments: 26  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as may be amended, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 6, 2005, by and among each of the signatories hereto (collectively, the "Grantors"), in favor of **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (as defined below) (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent").

### RECITALS

WHEREAS, the Grantors, Bakor Inc, the other Borrowers (as defined in the Credit Agreement as defined below) party thereto from time to time, the Lenders (as defined below), the Collateral Agent and Guggenheim Corporate Funding, LLC, as Administrative Agent, Arranger and Co-Syndication Agent, JPMorgan Chase Bank, N.A., as Revolving Agent, and Antares Capital Corporation, as Co-Syndication Agent, are entering into a Senior Secured Credit Agreement dated as of April 6, 2005 (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors have, contemporaneously herewith, executed and delivered that certain Pledge and Security Agreement, of even date herewith (as it may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor has granted to Collateral Agent, for itself and for the benefit of the other Agents and the Lenders, security interests in (among other things) all or substantially all of such Grantor's general intangibles; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to Collateral Agent, for itself and for the benefit of the other Agents and the Lenders, for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Collateral Agent's security interests in the trademarks and other general intangibles described herein.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Collateral Agent, for itself and on behalf of the other Agents and the Lenders, hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and the Security Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Collateral Agent” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Credit Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in Article 9 of the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of each Grantor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of such Grantor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to such Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean all “Obligations” as defined in the Credit Agreement.

“Security Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2.

“Trademarks” shall have the meaning ascribed to such term in Section 2.

“United States” and “U.S.” each mean the United States of America.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a Section hereof, or a schedule hereto, respectively, and to a subsection or a clause is,



unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof”, “herein”, “hereto”, “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Credit Agreement that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Grantors and supplemental rights and remedies in favor of Collateral Agent, for itself and for the benefit of the other Agents and the Lenders (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Credit Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. Each Grantor, to secure the prompt payment and performance of all Secured Obligations and the prompt performance of all covenants and duties of the Grantors under the Loan Documents, hereby grants and assigns to Collateral Agent, for itself and for the benefit of the other Agents and the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in and to the following property, whether currently existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):

(i) all state (including common law) and federal trademarks, all foreign trademarks, service marks and trade names, corporate names, company names,

business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Grantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding any intent-to-use trademark application to register any trademark, service mark, or other mark for which an amendment to allege use or a verified statement of use (or the equivalent) for such trademark or service mark has not been filed under applicable law, or, if filed, has not been deemed in conformance with applicable law or examined and accepted by the PTO), including, but not limited to, those applications and registrations identified as such on Schedule A hereto, registrations and applications in any foreign jurisdiction or country, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Grantor's name or in the name of Collateral Agent for itself and for the benefit of the other Agents and the Lenders for past, present or future infringement or dilution thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Grantor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Grantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 21.

(c) Incorporation into Security Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Each Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for itself and for the benefit of the other Agents and the Lenders and to accomplish the purposes of this Agreement. If such Grantor refuses to execute and deliver, or

fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of such Grantor, or in the name of Collateral Agent or otherwise, without notice to or assent by such Grantor, and such Grantor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as such Grantor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Grantor on all or any of such documents or instruments and perform all other acts that Collateral Agent in its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for itself and for the benefit of the other Agents and the Lenders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Grantor, which Collateral Agent, in its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral to the extent permitted under Section 9-408 of the UCC, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral that does not violate the terms of any then-existing license of such Grantor with respect to such Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 21; provided, that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lenders' obligation to extend credit under the Credit Agreement is terminated.

4. Representations and Warranties. Each Grantor represents and warrants to the Collateral Agent, the other Agents and the Lenders, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of such Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, as well as any registrations and applications in any foreign jurisdiction or country, and that are owned or held (whether pursuant to a license or otherwise) and used by such Grantor. Notwithstanding the foregoing, Schedule A shall not include and no rights are being granted under Section 2 or any other provision in this Agreement or the Security Agreement in any Trademark owned by a third party and licensed to any Grantor where such license does not permit the creation of a security interest or lien in such Trademark.

(b) Trademarks Subsisting. Each of such Grantor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in

part, and, to the best of such Grantor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Such Grantor has rights in the Trademark Collateral and good and defensible title to the registered Trademark Collateral, (ii) such Grantor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Encumbrances), including licenses, except as set forth on Schedule B hereto, or sublicenses issued by such Grantor, registered user agreements and covenants by such Grantor not to sue third persons, (iii) with respect to any Trademarks for which such Grantor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Grantor is not in material default of any of its obligations thereunder, and (iv) with respect to any Trademarks for which such Grantor is a licensor pursuant to a license or other similar agreement regarding such Trademark, other than (A) such Grantor, (B) licensees and sublicensees under licenses issued by such Grantor, or (C) in the case of any such Trademark (listed on Schedule C) that is not owned by such Grantor, the rights of the owner of such Trademark (listed on Schedule C) and its other licensees and sublicensees, no other Person has any rights in or to any of such Trademarks. To the best of such Grantor's knowledge, the past and present use of the Trademark Collateral by such Grantor has not (except for such infringements as have been resolved) and does not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of such Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Such Grantor has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Grantor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event that would reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Grantor is a licensee, as well as any suit or notice of infringement against any of the Trademarks or the Trademark Collateral.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when each Grantor shall obtain rights to any new Trademarks, or any issue, reissue, renewal or extension of any Trademarks,

including, without limitation, upon the filing and acceptance of a verified statement of use (or the equivalent) with respect thereto, the provisions of Section 2 shall automatically apply thereto and such Grantor shall provide to Collateral Agent prompt notice thereof. Such Grantor shall do all things deemed necessary by Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If such Grantor refuses to execute and deliver, or fails to timely execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, such Grantor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Grantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Events of Default. The occurrence of any "Event of Default" under the Credit Agreement shall constitute an Event of Default hereunder.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Credit Agreement, the Security Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Grantor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Each Grantor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Grantor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by such Grantor (or its successor, assignee or trustee in bankruptcy), subject to such rights of quality control and inspection in favor of such Grantor as are reasonably necessary to maintain the validity of the Trademark Collateral. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary, in the name of each Grantor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event each Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, each Grantor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Trademark Collateral owned by such Grantor may be made. To the extent such notice may not

be waived under applicable law, any notice made shall be deemed reasonable if sent to such Grantor, addressed as set forth in Section 28, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against Collateral Agent or any Lender arising out of retention or sale of the Trademark Collateral, except such as arise solely out of the gross negligence or willful misconduct of Collateral Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against Collateral Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Trademark Collateral owned by such Grantor made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise. Each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Trademark Collateral owned by it.

10. Limitation on Collateral Agent's and Lenders' Duty with Respect to the Trademark Collateral. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Collateral Agent shall have no obligation to prepare the Trademark Collateral for sale. Collateral Agent and each Lender shall use reasonable care with respect to the Trademark Collateral in its possession or under its control. Neither Collateral Agent nor any Lender shall have any other duty as to any Trademark Collateral in its possession or control or in the possession or control of any agent or nominee of Collateral Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, including initiation of and/or defending suits or claims for trademark infringement pertaining to any of the Trademarks or the Trademark Collateral. To the extent that applicable law imposes duties on Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for Collateral Agent (i) to fail to remove Liens on or any adverse claims against Collateral, (ii) to exercise collection remedies against Persons obligated on Trademark Collateral directly or through the use of collection agencies and other collection specialists, (iii) to advertise dispositions of Trademark Collateral through publications or media of general circulation, whether or not the Trademark Collateral is of a specialized nature, (iv) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Trademark Collateral, (v) to hire one or more professional auctioneers to assist in the disposition of Trademark Collateral, whether or not the Trademark Collateral is of a specialized nature, (vi) to dispose of Trademark Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Trademark Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (vii) to dispose of assets in wholesale rather than retail markets, (viii) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (ix) to purchase insurance or credit enhancements to insure Collateral Agent against risks of loss, collection or disposition of Trademark Collateral or to provide to Collateral Agent a guaranteed return from the collection or disposition of Trademark Collateral, or (x) to the extent deemed appropriate by Collateral Agent, to obtain the services of

other brokers, investment bankers, consultants and other professionals to assist Collateral Agent in the disposition of any of the Trademark Collateral. Each Grantor acknowledges that the purpose of this Section 10 is to provide non-exhaustive indications of what actions or omissions by Collateral Agent would be commercially reasonable in Collateral Agent's exercise of remedies against the Trademark Collateral and that other actions or omissions by Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 10. Without limitation upon the foregoing, nothing contained in this Section 10 shall be construed to grant any rights to any Grantor or to impose any duties on Collateral Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 10.

11. Secured Party Performance of Grantor Obligations. Without having any obligation to do so, Collateral Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Agreement and such Grantor shall reimburse Collateral Agent for any amounts paid by Collateral Agent pursuant to this Section 11. Any Grantor's obligation to reimburse Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

12. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 3, 5, 6 will cause irreparable injury to Collateral Agent and the Lenders, that Collateral Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of Collateral Agent or the Lenders to seek and obtain specific performance of other obligations of such Grantor contained in this Agreement, that the covenants of such Grantor contained in the Sections referred to in this Section 12 shall be specifically enforceable against such Grantor.

13. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of any Trademark Collateral owned by it except as set forth in Section 4.1(c) of the Security Agreement and notwithstanding any course of dealing between any Grantor and Collateral Agent or other conduct of Collateral Agent, no authorization to sell or otherwise dispose of the Trademark Collateral owned by any Grantor (except as set forth in Section 4.1(c) of the Security Agreement) shall be binding upon Collateral Agent or the Lenders unless such authorization is in writing signed by Collateral Agent.

14. No Waiver; Amendments; Cumulative Remedies. No delay or omission of Collateral Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by Collateral Agent with the concurrence or at the direction of the Lenders required under Section 14.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to Collateral Agent and the Lenders until the Secured Obligations have been paid in full.

15. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

16. Reinstatement. Each Grantor agrees that this Agreement shall remain in full force and effect and continue to be effective against such Grantor should (i) any petition be filed by or against such Grantor for liquidation or reorganization, (ii) such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or (iii) a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

17. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each Grantor, Collateral Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of Collateral Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Collateral Agent, for itself and for the benefit of the other Agents and the Lenders, hereunder.

18. Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

19. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by federal or state authority in respect of this Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse Collateral Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of Collateral Agent) paid or incurred by Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Trademark Collateral (including the expenses and charges associated with any periodic or special audit of the Trademark Collateral). Any and all costs and expenses incurred by any Grantor in



the performance of actions required pursuant to the terms hereof shall be borne solely by such Grantor.

20. Headings. The title of and Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

21. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or Supporting Letter of Credit has been delivered to Collateral Agent as required by the Credit Agreement) and no commitments of Collateral Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

22. Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding between the Grantors and Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between each Grantor and Collateral Agent relating to the Trademark Collateral.

23. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

24. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND SUCH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF COLLATERAL AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST COLLATERAL AGENT OR ANY LENDER OR ANY AFFILIATE OF COLLATERAL AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

25. WAIVER OF JURY TRIAL. EACH GRANTOR, COLLATERAL AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

26. Indemnity. Each Grantor hereby agrees to indemnify Collateral Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not Collateral Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Collateral Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the purchase, acceptance, rejection, ownership, delivery, possession, use, condition, sale or other disposition of any Trademark Collateral owned by such Grantor (including, without limitation, any claim for Trademark infringement).

27. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

28. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with Section 14.01 of the Credit Agreement. Each Grantor, Collateral Agent and each Lender may change the address for service of notice upon it by a notice in writing to the other parties.

29. Collateral Agent. Guggenheim Corporate Funding, LLC has been appointed Collateral Agent for itself and for the benefit of the other Agents and the Lenders hereunder pursuant to Article XIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Agreement that any authority conferred upon Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to Collateral Agent pursuant to the Credit Agreement, and that Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in such Article XIII. Any successor Collateral Agent appointed pursuant to Article XIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of Collateral Agent hereunder.

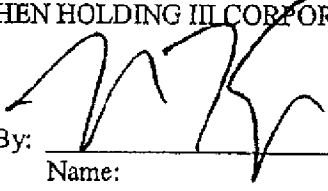
30. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

[Signature Page Follows]

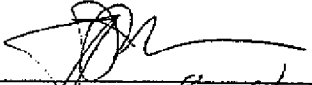
IN WITNESS WHEREOF, each Grantor and Collateral Agent have executed this Agreement as of the date first above written.

GRANTORS:

HEN HOLDING III CORPORATION

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HENRY COMPANY


By:   
Name: Jeffy Walker  
Title: CEO

KIMBERTON ENTERPRISE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DIPLOMATIC MARINE, LLC

By: Henry Company, its sole Member

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

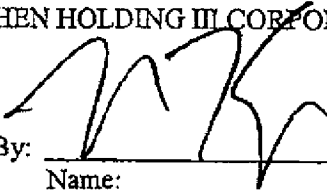
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003062 FRAME: 0760

IN WITNESS WHEREOF, each Grantor and Collateral Agent have executed this Agreement as of the date first above written.

GRANTORS:

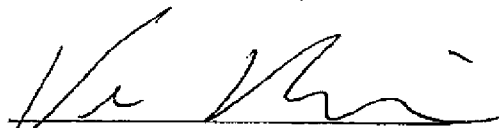
HEN HOLDING III CORPORATION

By:   
Name:  
Title:

HENRY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

KIMBERTON ENTERPRISE, INC.

By:   
Name:  
Title:

DIPLOMATIC MARINE, LLC

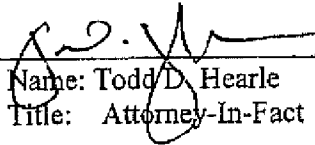
By: Henry Company, its sole Member

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK SECURITY AGREEMENT

COLLATERAL AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC

By:   
Name: Todd D. Hearle  
Title: Attorney-In-Fact

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003062 FRAME: 0762**

**Schedule A to  
Trademark Security Agreement**

**FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS**

<b>Country</b>	<b>Trademark Name</b>	<b>Registration Number</b>	<b>Application Number</b>
UNITED STATES	<b>#1 CHOICE OF PROFESSIONALS</b>	1,992,242	74/228,614
UNITED STATES	<b>*MISCELLANEOUS DESIGN</b>	1,040,133	73/047,598
UNITED STATES	<b>107</b>	1,759,892	74/229,281
UNITED STATES	<b>203</b>	1,759,893	74/229,282
UNITED STATES	<b>204</b>	1,715,781	74/228,262
UNITED STATES	<b>208</b>	1,718,160	74/228,263
UNITED STATES	<b>220</b>	1,734,841	74/229,279
UNITED STATES	<b>280</b>	1,757,859	74/229,283
UNITED STATES	<b>430</b>	1,592,648	73/815,163
UNITED STATES	<b>440</b>	1,567,742	73/741,495
UNITED STATES	<b>ACRALUME</b>	1,640,131	74/062,833
UNITED STATES	<b>ALUMI TOP</b>	1,408,109	73/579,506
UNITED STATES	<b>APPATCH<sup>1</sup></b>	2,306,672	75/259,829
UNITED STATES	<b>AQUA-BLOC</b>	2,226,438	74/724,258
UNITED STATES	<b>AQUA-BRIGHT</b>	1,440,379	73/621,852
UNITED STATES	<b>AQUALITE</b>	1,987,945	74/574,540
UNITED STATES	<b>ARMA-SEAL</b>	2,095,887	75/042,495
UNITED STATES	<b>BAKOR</b>	1,890,730	74/431,721
UNITED STATES	<b>BLACK CORAL</b>	1,972,449	74/603,289

<sup>1</sup> The following trademark will not be renewed in 2005.

UNITED STATES	<b>BLACK MAGIC</b>	1,951,446	74/647,162
UNITED STATES	<b>BLUESKIN</b>	1,568,993	73/674,915
UNITED STATES	<b>BUILDING ENVELOPE SYSTEMS</b>	2,630,978	76/271,605
UNITED STATES	<b>BUT'YL-NEK</b>	2,209,696	75/268,933
UNITED STATES	<b>CAL SEAL</b>	2,051,403	74/671,500
UNITED STATES	<b>CAN-DO GUIDE</b>	1,407,687	73/582,829
UNITED STATES	<b>COLD AP</b>	1,736,597	74/229,994
UNITED STATES	<b>COLD PRO</b>	1,847,723	74/453,041
UNITED STATES	<b>DIPLOMATIC MARINE, INC. &amp; DESIGN</b>	969,489	72/434,551
UNITED STATES	<b>DOT STICK</b>	2,689,383	76/337,172
UNITED STATES	<b>DURASEAL</b>	2,045,588	75/011,990
UNITED STATES	<b>EAGLE</b>	1,542,551	73/764,319
UNITED STATES	<b>ELASTIC ROOF SEALER</b>	2,612,351	76/272,216
UNITED STATES	<b>ELASTOBLACK</b>	1,729,378	74/229,272
UNITED STATES	<b>ELASTOCAULK</b>	1,764,491	74/229,116
UNITED STATES	<b>ELASTOMASTIC</b>	1,898,931	74/453,039
UNITED STATES	<b>ELASTOMULSION</b>	1,746,418	74/194,885
UNITED STATES	<b>ELASTO-SEAL</b>	1,563,354	73/769,982
UNITED STATES	<b>ELASTOTAPE</b>	1,962,593	74/229,301
UNITED STATES	<b>ENDURE</b>	1,460,499	73/482,624
UNITED STATES	<b>FIBERLUME</b>	1,455,977	73/633,093
UNITED STATES	<b>FIX-A-LEAK</b>	1,543,560	73/764,117
UNITED STATES	<b>FLASHMASTIC</b>	2,050,456	75/027,355
UNITED STATES	<b>FLEXX</b>	1,905,652	74/562,726

UNITED STATES	<b>GEO &amp; DESIGN</b>	2,270,356	75/403,119
UNITED STATES	<b>GLASBOND</b>	1,191,194	73/229,356
UNITED STATES	<b>GREENGUARD</b>	1,955,341	74/499,895
UNITED STATES	<b>GRIP-RITE</b>	621,537	71/686,196
UNITED STATES	<b>GUARDSEAL (STYLIZED)</b>	815,319	72/188,180
UNITED STATES	<b>GULF-SEAL</b>	1,269,188	73/357,087
UNITED STATES	<b>GULF-SEAL &amp; DESIGN</b>	1,011,291	73/016,099
UNITED STATES	<b>GULF-SEAL &amp; DESIGN</b>	1,228,474	73/320,072
UNITED STATES	<b>GULF-SEAL (STYLIZED)</b>	631,571	71/647,153
UNITED STATES	<b>HENRY</b>	1,501,782	73/630,239
UNITED STATES	<b>HENRY</b>	1,064,754	73/072,729
UNITED STATES	<b>HENRY LO-SLOPE</b>	2,812,328	76/442,618
UNITED STATES	<b>HENRY..BECAUSE YOU ONLY WANT TO DO IT ONCE</b>	2,743,485	76/237,120
UNITED STATES	<b>HYDRO-FLEX WATERSTOP</b>	2,550,287	75/439,820
UNITED STATES	<b>INSULBOND</b>	1,899,492	74/194,886
UNITED STATES	<b>KOAMING-AIDE</b>	1,196,799	73/273,379
UNITED STATES	<b>KOAMING-AIDE &amp; DESIGN</b>	1,230,671	73/273,357
UNITED STATES	<b>KTS</b>	811,226	72/229,459
UNITED STATES	<b>KURE-A-LEKE</b>	2,790,469	76/422,547
UNITED STATES	<b>LEAK PRUF</b>	1,545,885	73/764,099
UNITED STATES	<b>LONG -LIFE</b>	1,345,322	73/463,277
UNITED STATES	<b>M LOGO</b>	1,205,097	73/293,855



UNITED STATES	<b>MARITAPE</b>	1,074,545	73/115,151
UNITED STATES	<b>MARVIN<sup>2</sup></b>	1,363,921	73/486,696
UNITED STATES	<b>MAXI-GARD<sup>3</sup></b>	1,344,437	73/479,614
UNITED STATES	<b>MBA</b>	1,509,737	73/717,129
UNITED STATES	<b>METALSHIELD</b>	1,668,948	74/003,487
UNITED STATES	<b>MINUTEMAN</b>	1,542,553	73/764,322
UNITED STATES	<b>MINUTEMAN EASY-TO-STIR RUBBERIZED BLACKTOP SEALER &amp; FILLER</b>	1,438,597	73/607,583
UNITED STATES	<b>MISCELLANEOUS DESIGN</b>	1,883,197	74/307,641
UNITED STATES	<b>MISCELLANEOUS DESIGN</b>	1,036,478	73/017,759
UNITED STATES	<b>MODIFIED PLUS</b>	2,326,989	75/039,383
UNITED STATES	<b>MONOLITHIC</b>	1,994,028	74/564,973
UNITED STATES	<b>MONSEY</b>	1,400,002	73/554,942
UNITED STATES	<b>MONSEY PREMIER</b>	2,033,129	975,386
UNITED STATES	<b>MONSEY WOOD-PRO-TECH &amp; DESIGN</b>	1,362,801	73/530,404
UNITED STATES	<b>PBA</b>	2,279,654	75/133,031
UNITED STATES	<b>PERMASEAL</b>	1,911,426	74/562,730
UNITED STATES	<b>PERMASEAL (STYLIZED)</b>	1,908,489	74/562,729
UNITED STATES	<b>PERMAX</b>	1,912,903	74/282,297
UNITED STATES	<b>POLYBITUME</b>	1,708,207	74/119,612
UNITED STATES	<b>POLYMULSION</b>	2,152,232	75/258,964
UNITED STATES	<b>POLYSEAL</b>	2,089,637	74/671,408
UNITED STATES	<b>PONDPATCH</b>	2,409,553	75/321,185

<sup>2</sup> The following trademark will not be renewed in 2005.

<sup>3</sup> The following trademark will not be renewed in 2005.

UNITED STATES	<b>PRMA-PLUS III</b>	1,711,706	74/032,866
UNITED STATES	<b>PRO-GRADE</b>	1,963,675	74/475,949
UNITED STATES	<b>QUIKDRY</b>	2,151,518	75/159,507
UNITED STATES	<b>RAM-NEK</b>	705,432	72/084,253
UNITED STATES	<b>RAM-WRAP</b>	1,983,042	74/574,768
UNITED STATES	<b>REDY COAT</b>	1,827,126	74/321,889
UNITED STATES	<b>ROOF GUARD</b>	1,640,132	74/062,385
UNITED STATES	<b>ROOFER'S CHOICE</b>	1,605,568	73/831,787
UNITED STATES	<b>ROOF-FIX</b>	1,542,552	73/764,321
UNITED STATES	<b>RUBBER-COAT</b>	614,222	71/651,682
UNITED STATES	<b>RUB'R-NEK</b>	1,075,938	73/113,169
UNITED STATES	<b>SEABOARD</b>	1,960,263	74/658,303
UNITED STATES	<b>SEABOARD AND STYLIZED SHIP'S WHEEL</b>	1,957,970	74/658,302
UNITED STATES	<b>SEALALL</b>	2,200,048	74/671,494
UNITED STATES	<b>SHAKEGUARD</b>	1,955,340	74/499,893
UNITED STATES	<b>SOLAR-FLEX</b>	1,687,455	73/829,172
UNITED STATES	<b>SOLARFLEX (STYLIZED)</b>	2,582,288	76/337,808
UNITED STATES	<b>SPECSEAL</b>	2,180,928	74/671,493
UNITED STATES	<b>STAY BLACK</b>	1,088,734	73/071,622
UNITED STATES	<b>STAY BRIGHT</b>	2,293,240	75/317,989
UNITED STATES	<b>STELCO</b>	2,717,364	76/422,545
UNITED STATES	<b>STELWAGON</b>	2,717,365	76/422,548
UNITED STATES	<b>STOP LEAK &amp; DESIGN</b>	1,562,176	73/766,359
UNITED STATES	<b>SYNKO FLEX</b>	2,377,938	75/399,080

UNITED STATES	<b>SYNKO FLEX &amp; DESIGN</b>	2,377,937	75/399,079
UNITED STATES	<b>SYNKO FLEX &amp; DESIGN</b>	997,441	72/436,080
UNITED STATES	<b>SYNKO-FLEX</b>	997,440	72/436,079
UNITED STATES	<b>SYNKO-MASTIC</b>	2,493,109	75/619,393
UNITED STATES	<b>THE HENRY ROOF WIZARD</b>	2,414,932	75/405,859
UNITED STATES	<b>THE HENRY WINE GROUP</b>	1,689,664	74/055,826
UNITED STATES	<b>TOP CHOICE</b>	1,989,108	74/558,466
UNITED STATES	<b>TREECURE</b>	1,618,261	74/014,479
UNITED STATES	<b>VITALASTIC</b>	1,447,513	73/633,092
UNITED STATES	<b>WEATHER-CHEK</b>	754,471	72/154,274
UNITED STATES	<b>WESTERN STAR</b>	1,415,902	73/590,271
UNITED STATES	<b>WESTERN STAR &amp; DESIGN</b>	1,415,908	73/593,395
UNITED STATES	<b>WET PATCH</b>	1,756,859	74/229,995
UNITED STATES	<b>WET SEAL<sup>4</sup></b>	1,937,521	74/500,752

FOREIGN REGISTRATIONS

Country	Trademark Name	Registration Number
CANADA	<b>AQUA-BLOC</b>	TMA475,337
CANADA	<b>AQUABRITE</b>	TMA528,191
CANADA	<b>AQUALITE</b>	TMA442,407
CANADA	<b>BAKOR</b>	TMA424,599

<sup>4</sup> The following trademark will not be renewed in 2005.

CANADA	<b>BAKOR &amp; DESIGN</b>	TMA424,600
CANADA	<b>BLUEBASE</b>	TMA571,742
CANADA	<b>BLUESKIN</b>	TMA335,623
CANADA	<b>BUILDING ENVELOPE SYSTEMS</b>	TMA445,162
CANADA	<b>EAVEGUARD</b>	TMA383,333
CANADA	<b>ELASTODEK</b>	TMA315,035
CANADA	<b>ELASTOSEAL</b>	TMA316,087
CANADA	<b>FOILSKIN</b>	TMA571,739
CANADA	<b>MBA GOLD</b>	TMA528,192
CANADA	<b>METALSHIELD</b>	TMA522,075
CANADA	<b>MODIFIED PLUS</b>	TMA472,358
CANADA	<b>MORCH</b>	TMA440,345
CANADA	<b>POLYBITUME</b>	TMA343,852
CANADA	<b>POLYSATURANT</b>	TMA319,595
CANADA	<b>ROOT BLOC</b>	App. No. 116
CANADA	<b>START-R-ROLL</b>	TMA509,125

CANADA	<b>THERMOSTIK</b>	TMA304,020
CANADA	<b>TRIPLE BOND SYSTEM</b>	TMA509,124
CANADA	<b>VAPOR-BLOC</b>	TMA359,923
CANADA	<b>#1 CHOICE OF PROFESSIONALS</b>	TMA482,456
EUROPEAN UNION	<b>AQUALITE</b>	3158979
MEXICO	<b>GEO</b>	559,597
MEXICO	<b>GULF-SEAL</b>	493852
MEXICO	<b>HENRY</b>	518840
MEXICO	<b>HENRY</b>	503524
MEXICO	<b>HENRY</b>	547583
MEXICO	<b>MBA GOLD</b>	484774
MEXICO	<b>MONSEY</b>	484775
MEXICO	<b>MONSEY</b>	513794
MEXICO	<b>MONSEY PREMIER</b>	484773
MEXICO	<b>PAN AM IMPERMEABILIZANTES</b>	619646
MEXICO	<b>PRO-GRADE</b>	484771
MEXICO	<b>RAM-NEK</b>	547145
MEXICO	<b>RAM-NEK</b>	3126976
MEXICO	<b>ROOF GUARD</b>	484772
MEXICO	<b>SOLAR-FLEX</b>	424948
MEXICO	<b>SYNKO-FLEX</b>	547584

MEXICO	SYNKO-FLEX	3126951
TAIWAN	MONSEY	288605
TAIWAN	MONSEY	316304

STATE REGISTRATIONS

State	Trademark Name	Registration Number
California	TREE CURE	91826

FEDERAL TRADEMARK APPLICATIONS FOR WHICH A VERIFIED STATEMENT OF USE (OR THE EQUIVALENT) HAS BEEN NEITHER FILED WITH, NOR ACCEPTED BY, THE PTO

Country	Trademark Name	Application Number
UNITED STATES	DURATAC	78/451,974
UNITED STATES	RUBBERKOTE	76/513,202

**Schedule B to**  
**Trademark Security Agreement**

TRADEMARK LICENSES GRANTED BY GRANTORS

Schedule B-1

**Schedule C to**  
**Trademark Security Agreement**

TRADEMARK LICENSES ACCEPTED BY GRANTORS

Schedule C-1

NY1 5678002v 3

**RECORDED: 04/08/2005**

**TRADEMARK**  
**REEL: 003062 FRAME: 0773**