



10-14-2004

COMMERCE
Trademark Office

RECORDATION FORM
TRADEMARKS ONLY 102858446

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):

Kwal-Howells, Inc.

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

Citizenship (see guidelines) Colorado

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
Internal of Merrill Lynch Business Financial
Address: 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)

B. Trademark Registration No.(s)

2257012

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:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- ☐ 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 00000034 2257012 Deborah E. Taylor

40.00 Fee of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

10/14/2004 BYRNE 00000034 2257012
01 FC:8521
02 FC:8522

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: 003067 FRAME: 0528

TRADEMARK REGISTRATIONS

2257012
2253489
2301600
2305482
2253491
2249596
2253490
2251410
2249591
2303616
2251412
2662673

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2004 by KWAL-HOWELLS, INC., a Colorado 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.

KWAL-HOWELLS, INC.,
a Colorado 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: DIRECTOR

SCHEDULE 1(TO TRADEMARK SECURITY AGREEMENT KWAL-HOWELLS, INC.)TRADEMARK REGISTRATIONS

Trademark Description	Date Registered	U.S. Registration No.
Kwal	June 29, 1999	2257012
Kwal-Howells	June 15, 1999	2253489
Hanley Paint	December 21, 1999	2301600
Howells	January 4, 2000	2305482
Accu Tone	June 15, 1999	2253491
Accu-Tuff	June 1, 1999	2249596
Acry-Crete	June 15, 1999	2253490
Ambassador	June 8, 1999	2251410
Poly-VI	June 1, 1999	2249591
Premium Finishes	December 28, 1999	2303616
Sunfoe	June 8, 1999	2251412
Kwal Pint (Words and Design)	April 4, 2001	2,662,673

TRADEMARK APPLICATIONS

Trademark Application Description	Date Applied	U.S. Application No.
None.		