

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marlite, Inc.		04/29/2005	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1398238	DISPLA/WALL
Registration Number:	1565940	DISPLAWALL
Registration Number:	580778	KORELOCK
Registration Number:	904962	MARLITE
Registration Number:	912194	MARLITE
Registration Number:	1616749	MARLITE
Registration Number:	2585157	MARLITE MODULES
Registration Number:	2266441	SURFACE SYSTEMS
Registration Number:	2271630	SURFACE SYSTEMS
Registration Number:	1392949	DISPLA-STUDS
Serial Number:	78293420	FIRETEST

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816

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

**900024648**

**TRADEMARK  
 REEL: 003083 FRAME: 0092**

**CH \$290.00 1398238**

Phone: 216-622-8200  
Email: ipdocket@calfee.com  
Correspondent Name: Calfee, Halter & Griswold LLP  
Address Line 1: 800 Superior Avenue  
Address Line 2: Suite 1400  
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Ryan W. Falk
Signature:	/ryan w. falk/
Date:	05/13/2005

Total Attachments: 4  
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**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Agreement") is made as of April 29, 2005, by **Marlite, Inc.**, an Ohio corporation, having an office at 202 Harger Street, Dover, Ohio 44622 ("Grantor") in favor of **National City Bank**, a national banking association, having an office at 1900 East Ninth Street, Cleveland, Ohio 44114.

**RECITALS**

A. Grantor is the owner of certain trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Credit and Security Agreement dated as of April 29, 2005 (as from time to time amended, modified or supplemented, the "Credit Agreement"), between the Grantor and National City Bank, as lender and LC Issuer (the "Lender"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Lender will make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Lender a security interest in all of its right, title and interest in and to the trademarks listed on Exhibit A hereto and incorporated herein by reference and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

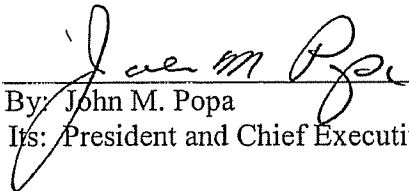
1. Grants to the Lender, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

2. Grants to the Lender, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor; and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

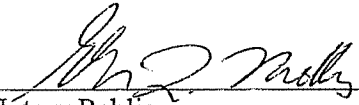
**MARLITE, INC.**  
("GRANTOR")

  
By: John M. Popa  
Its: President and Chief Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO )  
 ) ss:  
COUNTY OF CUYAHOGA )

On this 29th day of April, 2005, before me personally came John M. Popa, to me known, who, being duly sworn, did depose and state that he is the President and Chief Executive Officer of Marlite, Inc., the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.

  
\_\_\_\_\_  
Notary Public

[SEAL]

EBONY L. MILLER, Attorney-At-Law  
Notary Public -- State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

# Exhibit A

## MARLITE U.S. TRADEMARKS

	Status	App. Number Reg. Number	App. Date Reg. Date
DISPLA/WALL	Registered	73/562,707 1,398,238	11-Oct-1985 24-Jun-1986
DISPLAWALL and Design	Registered	73/744,223 1,565,940	05-Aug-1988 14-Nov-1989
KORELOCK and Design	Registered	71/635,605 580,778	22-Sep-1952 06-Oct-1953
MARLITE	Registered	72/358,582 904,962	01-May-1970 29-Dec-1970
MARLITE	Registered	72/358,583 912,194	01-May-1970 08-Jun-1971
MARLITE and Design	Registered	73/830,132 1,616,749	10-Oct-1989 09-Oct-1990
MARLITE MODULES	Registered	76/292,654 2,585,157	31-Jul-2001 25-Jun-2002
SURFACE SYSTEMS	Registered	75/403,070 2,266,441	10-Dec-1997 03-Aug-1999
SURFACE SYSTEMS and Design	Registered	75/403,021 2,271,630	10-Dec-1997 24-Aug-1999
DISPLA-STUDS	Registered	73/562,777 1,392,949	10-Nov-1985 13-May-1986
FIRETEST	Pending	78/293,420	28-Aug-2003