

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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OP \$440.00 2732581

Registration Number:	627411	EZESEAL
Registration Number:	563597	URON
Registration Number:	1483670	KLIPR

CORRESPONDENCE DATA

Fax Number: (832)397-8097

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

Phone: 713-653-8684

Email: judith.mallernee@tklaw.com

Correspondent Name: Judith Mallernee

Address Line 1: 333 Clay

Address Line 2: Suite 3300

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Judith Mallernee
Signature:	/Judith Mallernee/
Date:	08/27/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made on August 18, 2005, by **UTEX INDUSTRIES, INC.**, a Texas corporation (the "Grantor"), in favor of **GUARANTY BANK**, a federal savings bank (the "Grantee");

W I T N E S S E T H:

A. Grantor owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below).

B. Grantor and Grantee are parties to a Credit Agreement dated as of August 18, 2005 (herein, as from time to time amended, supplemented, or restated, called the "Credit Agreement").

C. Pursuant to the terms of the Security Agreement dated as of August 18, 2005 (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement") between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Indebtedness" (as defined in the Security Agreement).

NOW, THEREFORE, Grantor, in consideration of the foregoing and as an inducement to Grantee to make the loans to Grantor provided in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby covenants and agrees to and for the benefit of Grantee as follows:

1. Grant of Security Interest. Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under 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 acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

2. Definitions. As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

3. Power of Attorney. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which Grantee may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Trademark Collateral; (ii) to receive, endorse and collect any drafts in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings which Lender may deem necessary or appropriate for the collection and/or preservation of the Trademark Collateral or otherwise to enforce the rights of Grantee with respect to the Trademark Collateral.

4. Sale of Trademark Collateral. Except to the extent expressly allowed in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

5. Reaffirmation of Security Interest. This security interest is granted in conjunction with the security interest granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Miscellaneous.

(a) Notices. Any notice or communication required or permitted hereunder shall be given as provided Section 10.3 of the Credit Agreement.

(b) Entire Agreement. This Agreement, the Credit Agreement and the Security Documents, as applicable, contain the entire agreement of Grantee and Grantor with respect to the Trademark Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Trademark Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Grantee shall continue in full force and effect to secure the Indebtedness unless Grantee specifically releases its rights thereunder by separate release.

(c) Amendment. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Grantee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(d) **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(e) Venue. This Agreement has been entered into in the county in Texas where Grantee's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have non-exclusive jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered.

(f) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(g) Cumulative Rights. All rights and remedies of Grantee hereunder are cumulative of each other and of every other right or remedy which Grantee may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Grantee under the Texas Business and Commerce Code in effect in the State of Texas.

(h) Loan Document. This Agreement is a Loan Document, as defined in the Credit Agreement, and is subject to the provisions of the Credit Agreement governing Loan Documents. Grantor hereby ratifies, confirms and approves the Credit Agreement and the other Loan Documents and, in particular, any provisions thereof which relate to Grantor.

(i) Counterparts. This Agreement may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same agreement.

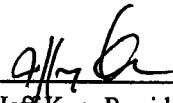
(j) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(k) **NO ORAL AGREEMENTS.** THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature page follows]

UTEX INDUSTRIES, INC.

By: 
Jeff Kuo, President

Acknowledged:

GUARANTY BANK

By: _____
Eric Luttrell,
Vice President

UTI TRADEMARK SECURITY AGREEMENT

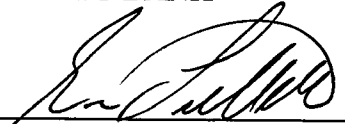
TRADEMARK
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UTEX INDUSTRIES, INC.

By: _____
Jeff Kuo, President

Acknowledged:

GUARANTY BANK

By:  _____
Eric Luttrell,
Vice President

THE STATE OF Texas

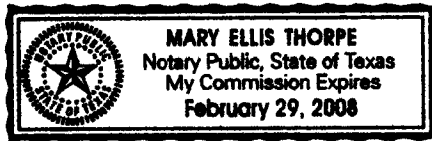
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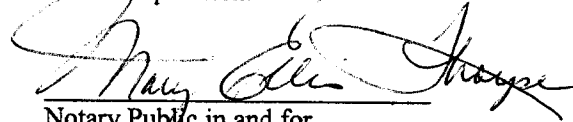
COUNTY OF Harris

§

§

This instrument was acknowledged before me on August __, 2005, by Jeff Kuo, President of UTEX Industries, Inc., a Texas corporation, on behalf of said corporation.





Notary Public in and for
the State of Texas

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on this __ day of August, 2005, by Eric Luttrell, Vice President of Guaranty Bank, a federal savings bank, on behalf of said bank.

Notary Public in and for
the State of TEXAS

UTI TRADEMARK SECURITY AGREEMENT

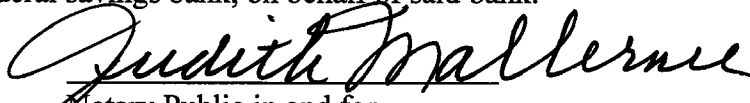
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

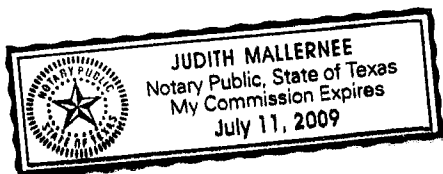
This instrument was acknowledged before me on August __, 2005, by Jeff Kuo, President of UTEX Industries, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for
the State of TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17 day of August, 2005, by Eric Luttrell, Vice President of Guaranty Bank, a federal savings bank, on behalf of said bank.


Notary Public in and for
the State of TEXAS



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND COMMON LAW TRADEMARKS**

A. U.S. Trademarks and Trademark Registrations

Trademark	Reg. No	Registration Date
CHEMTEX	2,732,581	July 1, 2003
EZESEAL	2,643,745	October 29, 2002
X-TENDASEAL	2,513,455	November 27, 2001
UTEX	2,197,741	October 20, 1998
SUPER GOLD	2,202,027	November 3, 1998
CHEM PATCH	2,162,718	June 2, 1998
GENESIS	2,257,488	June 29, 1999
CHEMRITE	2,127,623	January 6, 1998
U-PAK	2,031,037	January 14, 1997
UNILITE	1,795,610	September 28, 1993
LIBERATOR	1,656,602	September 10, 1991
KLIPR	1,483,670	April 5, 1988
TEXLOK	1,499,566	August 9, 1988
UTEX	1,033,371	February 10, 1976
UTEX	966,073	August 14, 1973
EZESEAL	627,411	May 22, 1956
URON	563,597	September 2, 1952

B. U.S. Common Law Marks

Mark

FEATHERLITE
TECHSPORT
NITESPIKE
INFINITY
X-CEL USA