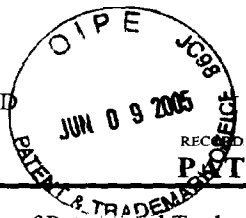


Docket No.: 5423/001/27 SD

FORM PTO-1595
1-31-92



07-07-2005



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

103035426 aments or copy thereof.

1. Name of conveying party(ies):

Peraco Corporation

2. Name and address of receiving party(ies):

Name: Coöperatieve Centrale
Raiffeisen-Boerenleenbank B.A.

Address: Thames Court,
One Queenhithe,
London EC4V 3RL
ENGLAND

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Trademark Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 2, 2004

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

Serial No.: 72259725 Registration No. 0843461 and

Serial No.: 72259726 Registration No. 0843495

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Patent Group
DLA PIPER RUDNICK GRAY CARY US LLP
1200 Nineteenth Street, N.W.
Washington, D.C. 20036-2412
Telephone No. (202) 861-3900
Facsimile No. (202) 223-2085

6. Total applications involved: 2

7. Total fee (37 CFR 3.41): Paid on December 6, 2004

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-1442
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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James M. Heintz

Name of Person Signing

Registration Number: 41,828

Signature 48,328

6/9/05
Date

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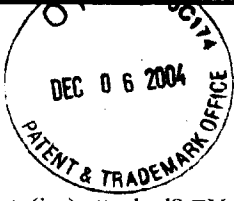
102898111

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Pemco Corporation



2. Name and address of receiving party(ies):

Name: Coöperatieve Centrale
Raiffeisen-Boerenleenbank B.A.

Address: Thames Court,
One Queenhithe,
London EC4V 3RL

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Trademark Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 2, 2004

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

Serial No.: 72259725 Registration No. 0843461 and
Serial No.: 72259726 Registration No. 0843495

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Supervisor, Patent Prosecution Services
PIPER RUDNICK LLP
1200 Nineteenth Street, N.W.
Washington, D.C. 20036-2412
Telephone No. (202) 861-3900
Facsimile No. (202) 223-2085

6. Total applications involved: 2

7. Total fee (37 CFR 3.41): \$80.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1442
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9. Statement and signature

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Steven B. Kelber

Name of Person Signing

Signature

December 6, 2004

Date

Registration Number: 30,073

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01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

Refund Ref: 12/08/2004 DBYRNE 0000140670

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2004, by Pemco Corporation (“**Grantor**”), in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), acting through its London Branch, as Security Agent for the Finance Parties (as defined in the Facilities Agreement referred to below) (in such capacity, the “**Agent**”).

W I T N E S S E T H ;

WHEREAS, pursuant to the credit agreement dated as of November 30, 2004 between (1) Pemco International S.à.r.l., (2) Pemco International B.V., Pemco Brugge BVBA and Grantor as Original Borrowers, (3) Pemco International B.V., Pemco Brugge BVBA, Grantor and Pemco Esmaltes S.L. as Original Guarantors, (4) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) acting through its Antwerp Branch as mandated lead arranger and issuing bank, (5) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) acting through its London Branch as facility agent and security agent and (6) the Lenders (as defined therein) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Facilities Agreement**”) and the Italian Credit Agreement, the Lenders have severally agreed to make extensions of credit to Grantor and others upon the terms and subject to the conditions set forth therein and in the Italian Credit Agreement;

WHEREAS, Grantor is a party to a Security Agreement of even date herewith in favor of the Agent (the “**Security Agreement**”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, to enter into the Facilities Agreement and the Italian Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder and under the Italian Credit Agreement, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Facilities Agreement or in the Security Agreement and used herein have the meaning given to them in the Facilities Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby conveys, mortgages, pledges and hypothecates to the Agent for the benefit of the Finance Parties, and grants to the Agent for the benefit of the Finance Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and Licensed Rights to which it is a party, including, without limitation, those referred to on Schedule I attached hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Licensed Right; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Licensed Right or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licensed Right.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

[SIGNATURE PAGE FOLLOWS]

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

PEMCO CORPORATION

By: *John M. McMahon*
Name: JOHN M. McMAHON
Title: PRESIDENT

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Maryland
City ss:
COUNTY OF Baltimore

On this 15th day of December, 2004, before me personally appeared John M. McMahon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Pemco Corporation, who being by me duly sworn did depose and say that he/~~she~~ is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/~~she~~ acknowledged said instrument to be the free act and deed of said corporation.

Betty J. Harlan
Notary Public

My Commission expires: 1-1-05

Schedule I

Registered Trademark "PEMCO", serial number 72259725 and registration number 0843461

Registered Trademark "PEMCO", serial number 72259726 and registration number 0843495