

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Resco Products, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/16/05

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: One PNC Plaza

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA Zip: 15222

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association

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

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

A. Trademark Application No.(s) 78/385,428; 78/452,856 ; 76/457,096

B. Trademark Registration No.(s) 2,936,349; 2,844,303; 2,933,316; 2,910,345

Additional number(s) attached Yes No

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

Name: Sean M. Girdwood, Esquire

Internal Address:

Street Address: Thorp Reed & Armstrong, LLP One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire Name of Person Signing

Jenifer S. Tarasi Signature

Oct. 27, 2005 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$490.00 200888 78385428

Addendum to U.S. Trademark Recordation form Coversheet for Recording Patent and Trademark
Security Agreement – executed on September 16, 2005
Resco Products, Inc. to receiving party PNC Bank, National Association,
Agent for itself and various financial institutions

4. B Additional Trademark Registration Nos.

2,940,018
2,936,355
2,928,319
2,938,120
2,871,441
2,934,982
2,935,092
0,825,593
836,976
839,843
839,844
836,975

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Resco Products, Inc., a Pennsylvania corporation ("Borrower"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain First Amended and Restated Credit Agreement, dated of even date herewith, by and among the Borrower, the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each a "Bank" and collectively, the "Banks"), PNC Bank, as agent for the Banks (in such capacity, the "Agent"), (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Borrower has entered into that certain First Amended and Restated Patent and Trademark Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of the Borrower in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby confirm its grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice.

The Agent's address is 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania 15222.

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IN WITNESS WHEREOF, the Borrower has caused this Notice to be duly executed to be effective on the 16th day of September, 2005.

Resco Products, Inc.

[Corporate Seal]

By: William K. Brown (SEAL)

Name: william K. brown

Title: President

SCHEDULE A

TRADEMARKS

<u>Country where trademark is registered</u>	<u>Trademarks</u>	<u>Registration #</u>	<u>Issue Dates</u>	<u>Status</u>	<u>CHANGES</u>
<u>U.S.</u>	CORLINE **	1,182,960	12/22/1981	Inactive	2,936,349 3/29/2005
<u>U.S.</u>	CORPATCH **	1,169,290	9/15/1981	Inactive	2,844,303 10/8/2002
<u>U.S.</u>	FURNAS CRETE **	520,624	2/7/1950	Inactive	2,933,316 3/15/2005
<u>U.S.</u>	HARLINE	2,910,345	12/14/2004		
<u>U.S.</u>	HOTZONE **	1,519,436	1/3/1989	Inactive	2,940,018 4/12/2005
<u>U.S.</u>	LOFFERO	2,936,355	3/29/2005		
<u>U.S.</u>	MAXLINE	2,928,319	2/22/2005		
<u>U.S.</u>	N/R **	1,530,881	3/21/1989	Inactive	2,938,120 4/5/2005
<u>U.S.</u>	OXILINE	2,871,441	8/10/2004		
<u>U.S.</u>	QUIKTURN	2,934,982	3/22/2005		
<u>U.S.</u>	UNITAB	2,935,092	3/22/2005		
<u>U.S.</u>	Purocrete	76/457,096			
<u>U.S.</u>	RESCO & Design	0,825,593	3/14/1967		
<u>U.S.</u>	Oxiline CL	836,976			

<u>U.S.</u>	Oxiline K	839,843					
<u>U.S.</u>	Oxiline KL	839,844					
<u>U.S.</u>	Oxiline LV	836,975					
<u>CANADA</u>	K/R DESIGN	TMA128,759			12/13/1991		
<u>CANADA</u>	OXILINE	636,305			3/30/2005		
<u>CANADA</u>	PUROCRETE	TMA0249,034			8/8/1980	Active	636,410 3/30/2005
<u>CANADA</u>	QUIKTURN	638,405			4/27/2005		
<u>CANADA</u>	R-MAX	638,485			4/27/2005		
<u>CANADA</u>	Heiskote	UCA0049033			2/9/1999		
<u>CANADA</u>	National	TMA0106641					
<u>CANADA</u>	Purocrete	TMA0249034			8/8/1980		
<u>MEXICO</u>	CORLINE	879,441			4/26/2005		
<u>MEXICO</u>	HARLINE	865,841			5/28/2003		
<u>MEXICO</u>	N/R	878,177			4/26/2005		

TRADEMARK
REEL: 003218 FRAME: 0048

<u>MEXICO</u>	QUIKTURN	849,606	3/26/2004	
<u>MEXICO</u>	PERMA-STAR	878,178	4/26/2005	
<u>MEXICO</u>	UNITAB	878,179	4/26/2005	
<u>SOUTH AFRICA</u>	RESCO & DEVICE	2000/00027	1/10/2000	
<u>U.K.</u>	SUREFLOW	1526867	12/2/1993	Active
<u>U.K.</u>	SUREGUN	1526868	12/2/1993	Active
<u>U.K.</u>	MIGHTYAGG	2,346,849	10/23/2003	
<u>U.K.</u>	QUIKGUN	2,346,794	10/23/2003	
<u>U.K.</u>	QUIKTURN	2,346,795	10/23/2003	
<u>U.K.</u>	RESCOGUN	2,346,793	10/23/2003	
<u>U.K.</u>	SUREGUN	1,526,868	12/2/1993	

TRADEMARK APPLICATIONS

<u>Country where trademark is registered</u>	<u>Trademark Applications</u>	<u>Application Serial #</u>	<u>Date Filed</u>	<u>Status</u>	<u>Notes</u>
U.S.	PERMA-STAR	78/385,428	3/17/2004		
U.S.	VIBROCAST	78/452,856	7/19/2004		
COLUMBIA	RESCO (Class 19)	4030103	3/30/2004		
COLUMBIA	RESCO (Class 17)	4030106	3/30/2004		
COLUMBIA	RESCO & design (Class 19)	4030105	3/30/2004		
COLUMBIA	RESCO & design (Class 17)	4030107	3/30/2004		
MEXICO	HOTZONE	677,269	3/25/2004		
MEXICO	LOFERO	677,270	3/25/2004		
MEXICO	FURNAS CRETE	677,268	3/25/2004		
CANADA	PURO-LITE	1,172,290	3/31/2003		
CANADA	HOTZONE	1,213,278	3/19/2004		
CANADA	VIBROCAST	1,224,303	7/19/2004		
CANADA	HILOBOND	1,172,300	3/31/2004		

CANADA	HARLINE	1,178,338	5/27/2003
CANADA	UNITAB	1,230,296	3/25/2004
CANADA	PERMA-STAR	1,230,228	3/25/2004

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