

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westlake Hardware, Inc.		01/06/2006	CORPORATION: DELAWARE
WHI Holding Corp.		01/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1517612	WESTLAKE	
Serial Number:	76570557	YOUR CONVENIENT NEIGHBORHOOD HARDWARE STORE	
CORRESPONDENCE DATA			
Fax Number:	(703)456-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7034568133		
Email:	chupprich@cooley.com		
Correspondent Name:	Cara Hupprich		
Address Line 1:	11951 Freedom Drive		
Address Line 2:	Cooley Godward LLP		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	300475-168		
NAME OF SUBMITTER:	Cara Hupprich		

CH \$65.00 1517612

Signature:	/s/ Cara Hupprich
Date:	02/10/2006
Total Attachments: 18 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif source=IP Security Agreement#page16.tif source=IP Security Agreement#page17.tif source=IP Security Agreement#page18.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 6, 2006, by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Borrower" and, collectively, the "Borrowers"), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a "Facility Guarantor" and, collectively, the "Facility Guarantors") (the Borrowers and the Facility Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) Gladstone Capital Corporation (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of January 6, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) WHI Holding Corp., as the Initial Borrower and as a Facility Guarantor, (ii) Westlake Hardware, Inc., for itself and as agent (in such capacity, the "Lead Borrower") for the other Borrowers, (iii) the Borrowers, (iv) the Facility Guarantors, and (v) the Lender, pursuant to which the Lender has agreed to make the Term Loan to the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guarantee, dated as of January 6, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Facility Guarantee"), executed by the Facility Guarantors in favor of the Lender, pursuant to which each Facility Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Facility Guarantee); and

WHEREAS, the obligation of the Lender to make the Term Loan is conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of January 6, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Lender, pursuant to which each Grantor grants to the Lender (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Lender (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Lender, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights in each work of authorship or derivative work thereof owned by any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Non-Scheduled Licenses” shall mean Licenses which relate to information technology products and/or services (e.g. software licenses) licensed from Persons other than Loan Parties or which otherwise are not material to the conduct of any Grantor’s business.

“Patents” shall mean all patents and applications for patents owned by any Grantor, and the inventions and improvements therein claimed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Facility Guarantee).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers owned by any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Lender (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Lender (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the security interests granted hereunder shall not extend to, and the terms "IP Collateral" and "Intellectual Property" shall not include, any Grantor's rights under any contract or license agreement (including, without limitation, any Copyright License, Patent License or Trademark License) to the extent that the grant or perfection of a Lien in favor of the Lender on such rights would be prohibited by Applicable Law, or would be prohibited by, or result in a breach or termination of, or constitute a default or event of default under, or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor under, the terms of such contract or license agreement, unless such Applicable Law or any such restriction on such grant or perfection of a Lien would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction, provided that the Proceeds therefrom shall not be excluded from the definition of IP Collateral to the extent that the assignment of such Proceeds is not prohibited.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c) and (d) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining each registration of the Intellectual Property and with the processing of each registration of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use, maintain or protect any Intellectual Property in accordance with the foregoing requirements if such Grantor determines, in the exercise of its reasonable business judgment, that

abandonment or any other failure to use, maintain or protect such Intellectual Property is appropriate; provided, however, that under no circumstances shall any Grantor abandon or otherwise fail to use, maintain or protect in accordance with the foregoing requirements the "Westlake" trademark registered with the PTO under Registration Number 1517612.

SECTION 4. Grantors' Representations and Warranties. Each of the Grantors represent and warrant that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States copyright registrations, copyright applications and Copyright Licenses (other than Non-Scheduled Licenses) owned by such Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States patents, patent applications and Patent Licenses (other than Non-Scheduled Licenses) owned by such Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States trademark and service mark registrations, trademark and service mark applications, and Trademark Licenses (other than Non-Scheduled Licenses) owned by such Grantor as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, as of the date of this Agreement, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Lender .

(f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, except where the failure to own or license such Intellectual Property could not reasonably be expected to have a Material Adverse Effect. To the knowledge of each of the Grantors, no claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim, except for any such claims which could not reasonably be expected to result in a Material Adverse Effect, and except as otherwise set forth in the Credit Agreement. To the knowledge of each of the Grantors, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person, except for any such infringements which could not reasonably be expected to result in a Material Adverse Effect. To the knowledge of each of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such

Grantor's rights in, any Intellectual Property in any respect which could reasonably be expected to result in a Material Adverse Effect.

(g) Such Grantor shall give the Lender prompt written notice (with reasonable detail) following the occurrence of any of the following (provided, however, that no notice is required under this SECTION 4(g) with respect to any Non-Scheduled License):

(i) Such Grantor's filing applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any new Intellectual Property.

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property.

(iv) Such Grantor's knowing that any application or registration of any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same which could reasonably be expected to result in a Material Adverse Effect.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Promptly following the acquisition by any Grantor of any additional Intellectual Property (other than Non-Scheduled Licenses), such Grantor shall deliver to the Lender an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Upon the reasonable request of the Lender, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers (other than those required in order to register unregistered Copyrights) as the Lender may reasonably request to evidence the Lender's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Lender as its

attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Unless and until an Event of Default has occurred and is continuing and the Lender has given notice to the Grantors in accordance with SECTION 6(c) below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Lender with prompt written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Lender's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within twenty (20) days of written notice from the Lender, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Lender's own right to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the Commonwealth of Virginia, with respect to the Intellectual Property, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

SECTION 9. Lender As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Lender shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Lender and the other Credit Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property owned by such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Lender.

SECTION 10. Lender's Rights

(a) Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Credit Agreement, the Security Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as

directly or indirectly conveying to the Lender any rights in and to the Intellectual Property, which rights are effective only following the occurrence and during the continuance of any Event of Default.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Lender, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions (other than the registration of unregistered Copyrights) as the Lender may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when the principal of and interest on the Term Loan and all fees and other Secured Obligations (other than contingent Obligations as to which a claim has not then been made) shall have been paid in full, at which time the Lender shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Credit Party upon the bankruptcy or reorganization of any Grantor or any other Loan Party. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Lender or any other Credit Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Virginia.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

WESTLAKE HARDWARE, INC.

By: James D. Crumpler
Name: James D. Crumpler
Title: Senior Vice President and CFO

FACILITY GUARANTORS:

WHI HOLDING CORP.

By: James D. Crumpler
Name: James D. Crumpler
Title: Senior Vice President and CFO

LENDER:

GLADSTONE CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWERS:

WESTLAKE HARDWARE, INC.

By: _____
Name: _____
Title: _____

FACILITY GUARANTORS:

WHI HOLDING CORP.

By: _____
Name: _____
Title: _____

LENDER:

GLADSTONE CAPITAL CORPORATION

By: *J. Freal*
Name: JOHN W. FREAL
Title: MANAGING DIRECTOR

SCHEDULE I

Borrowers

Westlake Hardware, Inc.

SCHEDULE I

926801.3
264351 v2/RE

TRADEMARK
REEL: 003245 FRAME: 0102

SCHEDULE II

Facility Guarantors

WHI Holding Corp.

SCHEDULE II

926801.3
264351 v2/RE

TRADEMARK
REEL: 003245 FRAME: 0103

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None

Copyright Licenses

None

EXHIBIT A

926801.3
264351 v2/RE

TRADEMARK
REEL: 003245 FRAME: 0104

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
		None		

Patent Licenses

None

EXHIBIT B

926801.3
264351 v2/RE

TRADEMARK
REEL: 003245 FRAME: 0105

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
Westlake Hardware, Inc.	Westlake	United States	Reg. No. 1,517,612	December 20, 1988
Westlake Hardware, Inc.	Your Convenient Neighborhood Hardware Store	United States	App. No. 76570557	January 16, 2004

Trademark Licenses

1. Hallmark Account Agreement dated July 14, 1995 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.
2. Hallmark Account Agreement dated July 8, 1999 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.
3. Hallmark Account Agreement dated March 21, 2001 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.
4. Gold Crown Sublicense Agreement dated June 14, 1995 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.

EXHIBIT C

926801.3
264351 v3/RE

5. Gold Crown Sublicense Agreement dated July 9, 1999 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.
6. Gold Crown Sublicense Agreement dated March 21, 2001 between Westlake Hardware, Inc. and Hallmark Marketing Corporation.
7. Brand Agreement dated as of the Closing Date between Westlake Hardware, Inc. and Ace Hardware Corporation.

EXHIBIT C

926801.3
264351 v3/RE