

04-19-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



4-19-06

REC

T... 103183076

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Commonwealth Laminating & Coating, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 14, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Freeport Financial LLC

Internal

Address: _____

Street Address: 500 W. Madison Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,989,734 2,989,735 2,989,736

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure

Internal Address: c/o Latham & Watkins

Street Address: 233 S. Wacker Drive, #5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

three

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

90E
120E

9. Signature:

Christina McClure

Signature

April 18, 2006

Date

Christina McClure, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003293 FRAME: 0172

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2006, by COMMONWEALTH LAMINATING & COATING, INC., a Virginia corporation ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor (as successor by merger to CLC Acquisition Company), the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I 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 Trademark License; and


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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 and delivered by its duly authorized officer as of the date first set forth above.

COMMONWEALTH LAMINATING &
COATING, INC.
(as successor by merger to CLC Acquisition
Company)

By: 
Name: Stephen P. Dyke
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FREEMPORT FINANCIAL LLC

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMMONWEALTH LAMINATING &
COATING, INC.
(as successor by merger to CLC Acquisition
Company)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC

By:  _____

Name: CHAD BLAKEMAN

Title: DVLY AUTHORIZED SIGNATORY

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003293 FRAME: 0176

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Owner / Assignee
	U.S.	2,989,734	8/30/05	78/448,062	7/8/04	Active	Commonwealth Laminating & Coating, Inc.
	U.S.	2,989,735	8/30/05	78/448,072	7/8/04	Active	Commonwealth Laminating & Coating, Inc.
	U.S.	2,989,736	8/30/05	78/448,079	7/8/04	Active	Commonwealth Laminating & Coating, Inc.

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None.