

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American BOA, Incorporated		04/25/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Landesbank Baden-Wuerttemberg		
Street Address:	Oberlindau 54-56		
City:	Frankfurt am Main		
State/Country:	GERMANY		
Postal Code:	60323		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76646895	CRIMP-TITE	
Registration Number:	1306807	VENTINOX	
Registration Number:	0670112	BOA	
Registration Number:	0759901	BOA-DUO	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	barbara.yates@alston.com		
Correspondent Name:	Ginabeth B. Hutchison, Esq.		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	051401/308240		
DOMESTIC REPRESENTATIVE			

OP \$115.00 76646895

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Ginabeth B. Hutchison/

Signature:

/Ginabeth B. Hutchison/

Date:

05/25/2006

Total Attachments: 4

source=Trademark Security Agreement in favor of Landesbank#page1.tif

source=Trademark Security Agreement in favor of Landesbank#page2.tif

source=Trademark Security Agreement in favor of Landesbank#page3.tif

source=Trademark Security Agreement in favor of Landesbank#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 25, 2006 (this "Agreement"), by AMERICAN BOA, INCORPORATED ("Grantor"), in favor of LANDESBANK BADEN-WÜRTTEMBERG, as Security Agent for the Lenders ("Agent").

WHEREAS, pursuant to that certain Konsortialkreditvertrag dated as of March 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement") by and among aptus 130. GmbH, as Guarantor, Flexible Solutions Group BKT GmbH ("Borrower"), as Borrower and Guarantor, Agent and the other parties thereto, Lenders have agreed to make available certain financial accommodations on the terms and conditions contained in the Facilities Agreement;

WHEREAS, it is necessary or convenient to the conduct, promotion and attainment of the business of Grantor and Grantor has determined it to be in its best interests for Borrower to obtain financing from the Lenders through their collective efforts;

WHEREAS, Grantor acknowledges that it will receive direct and indirect benefits from the Lenders making such financial accommodations available under the Facilities Agreement;

WHEREAS, in order to induce Lenders to enter into the Facilities Agreement and to make available the financial accommodations as provided in the Facilities Agreement, Grantor entered into that certain Security Agreement dated as of April 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor and Agent pursuant to which Grantor granted a continuing Lien on the Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Security Agreement); and

WHEREAS, Grantor is executing and delivering this Agreement to further evidence its grant of a Lien in certain of its property.

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 by Grantor, Grantor agrees as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement.

Section 2. Grants of Security Interests in Trademark Collateral

Grantor, as security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders 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 Trademark Licenses, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill associated with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement, misappropriation, violation 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.


Section 3. Security Agreement.

The security interest granted pursuant to this 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.

[Signatures on Next Page]

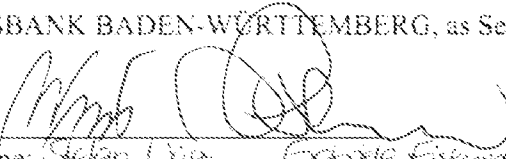
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

AMERICAN BOA, INCORPORATED,

By: 
Name: MICHAEL HUNTER
Title: by power of attorney

Accepted and Agreed
as of the date first above written.

LANDESBANK BADEN-WÜRTTEMBERG, as Security Agent

By: 
Name: Stefan Wue Georgie Eschmann
Title: VP AVP

SCHEDULE 1

Owned Marks

Mark	ABI's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Crimp-Tite	100%	USA	Application No. 76/646.895 (AMBO-08)
Ventinox	100%	USA	1,306,807

Licensed Marks

Mark	Name and Address of Licensor
BOA Logo (No. 670.112)	BOA AG, Lucerne- Switzerland
BOA DUO (No. 759.901)	BOA AG, Lucerne- Switzerland