



RECORDATION FC
TRADEMARK 103230330

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

6-12-06

1. Name of conveying party(ies):
Color Wheel Acquisition Corp.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Merrill Lynch Capital
Internal
Address: 16th Floor
Street Address: 222 N. LaSalle Street
City: Chicago
State: Illinois
Country: USA Zip: 60601

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

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)

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

Execution Date(s) May 31, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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)
2,254,744 2,258,500 2,522,900 772,640

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: Zeynep Gieseke
Internal Address: Latham & Watkins LLP
Suite 5800
Street Address: 233 S. Wacker Drive
City: Chicago
State: Illinois Zip: 60606
Phone Number: (312) 993-2647
Fax Number: (312) 993-9767
Email Address: zeynep.gieseke@lw.com

6. Total number of applications and registrations involved: four

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

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 _____

9. Signature: Zeynep Gieseke 06/05/2006

Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

06/13/2006 DBYRNE 00000004 2254744
01 FC:8521
02 FC:8522
03 FC:8523

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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31 day of May, 2006 by COLOR WHEEL ACQUISITION CORP., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions (or continuance thereof, as the case may be) of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COLOR WHEEL ACQUISITION CORP.,
a Delaware corporation

By: 
Its: VP

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003325 FRAME: 0856

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COLOR WHEEL ACQUISITION CORP.,
a Delaware corporation

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: *[Signature]*
Its: *Chief President*

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003325 FRAME: 0857

SCHEDULE 1

(TO TRADEMARK SECURITY AGREEMENT COLOR WHEEL ACQUISITION CORP.)

TRADEMARK REGISTRATIONS

| Trademark Description | Date Registered | U.S. Registration No. |
|-------------------------------|------------------------|------------------------------|
| COLOR WHEEL PAINTS & COATINGS | June 22, 1999 | 2,254,744 |
| OPTIMA | July 06, 1999 | 2,258,500 |
| GULF STREAM | December 25, 2001 | 2,522,900 |
| EVERLASTIC | July 12, 1994 | 772,640 |