

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
Loparex Inc.		06/30/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Sampo Bank PLC, as Security Agent
Street Address:	Kaupintie 3, 2nd FI/PO Box 1242
City:	Helsinki
State/Country:	FINLAND
Postal Code:	FI-00075 SAMPO
Entity Type:	CORPORATION: FINLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78559026	78 SELECT
Registration Number:	2427337	BLUEDGE
Registration Number:	1907847	CONVERTER'S CHOICE
Registration Number:	0785220	EASY MASK
Registration Number:	2682726	FILM PLUS
Registration Number:	2952600	FLEX-MASK
Registration Number:	1701223	KLEENEDGE
Registration Number:	2550116	LO-EX
Registration Number:	2055873	OPTION 61
Registration Number:	1932351	PERFECT PATCH
Registration Number:	0591193	POLY SLIK
Registration Number:	0868210	RCOAT
Registration Number:	1554275	STABILIZED KRAFT
Registration Number:	2055872	TAKE-OFF

CH \$390.00 78559026

Registration Number:	0721985	FLXOL
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CORRESPONDENCE DATA

Fax Number: (617)523-6850
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617 305 2140
Email: george.tuttle@hklaw.com
Correspondent Name: George W. Tuttle
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	103809-1/SAMPO BANK
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	George W. Tuttle
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Signature:	/george tuttle/
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Date:	07/03/2006
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 30, 2006 (this "Trademark Security Agreement"), by LOPAREX INC., an Illinois corporation ("Grantor"), in favor of SAMPO BANK PLC, in its capacity as security agent (in such capacity, "Security Agent") and for itself, KAUPTHING BANK HF., OKO BANK PLC and SVENSKA HANDELSBANKEN AB (PUBL) BRANCH OPERATION IN FINLAND, as lenders (in such capacity "Lenders", as such term is defined in the Facility Agreement (as hereinafter defined)).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Facility Agreement, dated 31 August, 2005 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, as amended and restated by agreement, dated 3 May, 2006, and by agreement, dated 26 June, 2006, the "Facility Agreement"), by and among Loparex Holding B.V., a Netherlands Company ("Borrower", which is the parent of Loparex USA Holding Inc., a Delaware Corporation ("U.S.HoldCo"), which is the parent of the Grantor), Security Agent and the Lenders named therein, the Lenders have agreed to make available to Borrower, upon the terms and conditions thereof, certain revolving and term credit facilities;

WHEREAS, Borrower wishes to make certain Utilisations (as defined in the Facility Agreement);

WHEREAS, U.S.HoldCo, Grantor, The Douglas-Hanson Co., Inc., a Wisconsin corporation ("DH"), and the Security Agent have entered into that certain Security Agreement dated as of the date hereof ("Security Agreement");

WHEREAS, Borrower and Grantor will each benefit from the Utilisations and other financial accommodations made under the Facility Agreement; and

WHEREAS, in order to induce Lenders to make the Advances (as defined in the Facility Agreement) and/or Utilisations as part of the Loan (as defined in the Facility Agreement) to be made and incurred by Lenders as provided for in the Facility Agreement and to agree to the merger of DH into Grantor, each of U.S.HoldCo, Grantor and DH has agreed, as a condition precedent, to grant a continuing Lien on the Collateral (as defined in the Security Agreement) to secure all Obligations (as defined in the Security Agreement) of Borrower, U.S.HoldCo, Grantor and DH under the Finance Documents (as defined in the Facility Agreement); and

WHEREAS, Grantor has also agreed, as a condition precedent, to execute and deliver to Security Agent, for itself and the benefit of the Security Agent, 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 Security Agreement and Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, and all obligations, liabilities and indebtedness of Borrower and Grantor arising under the Facility Agreement (all such obligations and other secured obligations, the "Secured Obligations") Grantor hereby grants to Security Agent, on behalf of itself and Lenders, a continuing first priority security interest and Lien 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 Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks (if and to the extent that the creation of a Lien on licensed rights is not prohibited by the agreement granting such license; provided that if any such prohibition is contained in any such agreement, the relevant Grantor shall use all reasonable efforts to amend such agreement to remove such prohibition);

(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, right in and judgment in favor of 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;

provided, however, in no event shall Trademark Collateral include any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

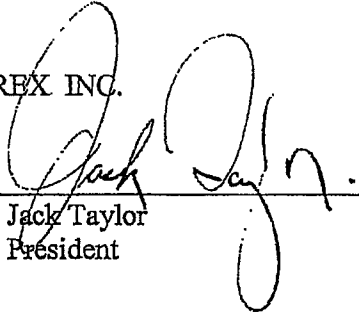
3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights 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 and the other loan documents related thereto, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Agent's Appointment As Attorney-In-Fact. On the Closing Date Grantor shall execute and deliver to Security Agent a power of attorney (the "IP Power of Attorney"). The power of attorney granted pursuant to the IP Power of Attorney is a power coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Security Agent, for the benefit of Security Agent and Lenders, under the IP Power of Attorney are solely to protect Security Agent's interests (for the benefit of Security Agent and Lenders) in the Trademark Collateral and shall not impose any duty upon Security Agent or any Lender to exercise any such powers. Security Agent agrees that (a) Security Agent shall not exercise any power or authority granted under the IP Power of Attorney unless a declared Event of Default has occurred and is continuing, and (b) Security Agent shall account for any moneys received by Security Agent in respect of any granting, selling, licensing or other disposition of the Trademark Collateral pursuant to the IP Power of Attorney; provided that none of Security Agent nor any Lender shall have any duty as to any Trademark Collateral, and Security Agent and Lenders shall be accountable only for amounts they actually receive as a result of the exercise of such powers. NONE OF SECURITY AGENT, LENDERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER THE IP POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

[signature page follows]

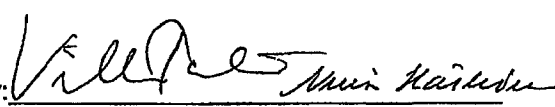
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LOPAREX INC.

By: 
Name: Jack Taylor
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SAMPO BANK PLC,
as Security Agent

By: 
Name:
Title:

Trademark Security Agreement [LI]

TRADEMARK
REEL: 003341 FRAME: 0125

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 30th day of June, 2006 before me personally appeared Jack Taylor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Loparex Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Marion J. Milos
Notary Public

{seal}

"OFFICIAL SEAL"
MARION J. MILOS
Notary Public, State of Illinois
My Commission Expires 04/20/10

Trademark Security Agreement [L]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS OWNED BY LOPAREX INC.

Trademark Name	Country Name	Registration/ Application No.	Registration Date	Status
78 SELECT	United States of America	78/559026		Published
BLUEDGE	United States of America	2427337	06-Feb-2001	Registered
CONVERTER'S CHOICE	United States of America	1907847	25-Jul-1995	Registered
EASY MASK	United States of America	785220	16-Feb-1965	Registered
FILM PLUS	United States of America	2682726	04-Feb-2003	Registered
FLEX-MASK	United States of America	2952600	17-May-2005	Registered
KLEENEDGE	United States of America	1701223	14-Jul-1992	Registered
LO-EX	United States of America	2550116	19-Mar-2002	Registered
OPTION 61	United States of America	2055873	22-Apr-1997	Registered
PERFECT PATCH	United States of America	1932351	31-Oct-1995	Registered
POLY SLIK	United States of America	591193	15-Jun-1954	Registered
RCOAT	United States of America	868210	15-April-1969	Registered
STABILIZED KRAFT	United States of America	1554275	29-Aug-1989	Registered
TAKE-OFF	United States of America	2055872	22-Apr-1997	Registered
FLXOL	United States of America	0721985	26-Sept-1961	Registered

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Trademark Security Agreement [L]