

**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
WATERTITE PRODUCTS, INC.		07/13/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Morgan Stanley Senior Funding, Inc., as the Administrative Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2575651	TRUEBRO
Registration Number:	2671795	TB
Registration Number:	2646646	ANCHOR PAL
Registration Number:	2433102	TRAP WRAP
Registration Number:	2401039	
Registration Number:	2248417	WEDGE
Registration Number:	2250640	
Registration Number:	2027294	LAV GUARD
Registration Number:	2010043	LAV SHIELD

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237  
 Email: cdore@mayerbrownrowe.com

OP \$240.00 2575651

Correspondent Name: Christopher Dore  
Address Line 1: 71 S. Wacker Drive  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	07/19/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2006 (this "Agreement"), is made by WATERTITE PRODUCTS, INC., a California corporation (the "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC. ("Morgan Stanley"), as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of July 13, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Administrative Agent, Wachovia Bank, National Association, as the syndication agent for the Lenders, and Morgan Stanley and Wachovia Capital Markets, LLC, as the joint lead arrangers and joint lead bookrunners, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 13, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned or acquired by the Grantor, and wherever located (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill

of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*



**MORGAN STANLEY SENIOR FUNDING, INC.**  
as Administrative Agent

By: \_\_\_\_\_

Name: John B. Allen  
Title: Vice President

*Trademark Security Agreement*

**Schedule I**

**Item A**

*Registered Trademarks owned by Watertite Products, Inc.*

US	TRUEBRO	2,575,651 (76/170,574)	06/04/02 (11/27/00)	Watertite Products, Inc.	Registered
CA	TRUEBRO	CA TMA589330			
CTM	TRUEBRO	CTM 2233849			
US	TB & Design	2,671,795 (76/360,661)	01/07/03 (01/21/02)	Watertite Products, Inc.	Registered
CTM	TB & Design	CTM 2756187			
US	ANCHOR PAL	2,646,646 (76/085,989)	11/05/02 (07/10/00)	Watertite Products, Inc.	Registered
US	TRAP WRAP	2,433,102 (75/793,024)	03/06/01 (09/07/99)	Watertite Products, Inc.	Registered
US	S-Shaped Rib Design	2,401,039 (75/465,712)	10/31/00 (04/09/98)	Watertite Products, Inc.	Registered
US	WEDGE	2,248,417 (75/465,711)	05/25/99 (04/09/98)	Watertite Products, Inc.	Registered
US	Three Dimensional Design Configuration for Exterior of Pneumatic Pipe Plug	2,250,640 (75/186,163)	06/01/99 (10/23/96)	Watertite Products, Inc.	Registered
US	LAV GUARD	2,027,294 (75/070,992)	12/31/96 (03/11/96)	Watertite Products, Inc.	Registered
CA	LAV GUARD	CA TMA491792			
US	LAV SHIELD	2,010,043 (75/007,921)	10/22/96 (10/19/95)	Watertite Products, Inc.	Registered
CA	LAV SHIELD	CA TMA506305			