

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
Insl-x Products Corporation		08/28/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	70 E. 55th Street		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2179643	ICE	
Registration Number:	2781925	TRINITY COATINGS COMPANY	
Registration Number:	2828582	QLAC	
CORRESPONDENCE DATA			
Fax Number:	(407)481-5801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	407-481-5813		
Email:	lmilvain@groneklatham.com		
Correspondent Name:	Lori T. Milvain		
Address Line 1:	390 North Orange Avenue, Suite 600		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	9801-001		
NAME OF SUBMITTER:	Lori T. Milvain		

CH \$90.00 2179643

Signature:	/itm/
Date:	09/13/2006
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 28, 2006, is between Insl-x Products Corporation, a New York corporation (herein referred to as "Grantor"), and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, pursuant to the Purchase and Assumption Agreement, dated as of August 28, 2006, between Trinity Coatings Company, Inc. and Grantor, Grantor has acquired the Acquired Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Stevens Paint Corp., a New York corporation, 308 Realty LLC, a Florida limited liability company, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement dated as of September 10, 2004, as amended by Amendment No. 1 to Revolving Credit, Term Loan and Security Agreement, dated as of April 7, 2005, Amendment No. 2 to Loan Documents, dated as of September 12, 2005, Amendment No. 3 to Loan Documents, dated as of February 2, 2006, Amendment No. 4 to Loan Documents, dated as of April 20, 2006 and Amendment No. 5 to Loan Documents, dated as of August 28, 2006 (as the same may be from time to time further amended, extended, restated, supplemented or otherwise modified, the "Credit Agreement"), and in connection with the Credit Agreement, Grantor and Grantee entered into the Trademark Security Agreement, dated as of September 10, 2004 (the "Original Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in certain of the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Acquired Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Acquired Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

WHEREAS, in addition to the security interest evidenced by the Original Trademark Security Agreement, Grantor desires to grant to Grantee a security interest pursuant to this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Acquired Marks"), including, without limitation, each Acquired Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Acquired Mark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Acquired Mark including, without limitation, any Acquired Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Acquired Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of August, 2006.

INSL-X PRODUCTS CORPORATION

By: 
Name: JAMES ALLEN WEIL
Title: president

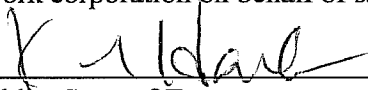
Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By _____
Name:
Title:

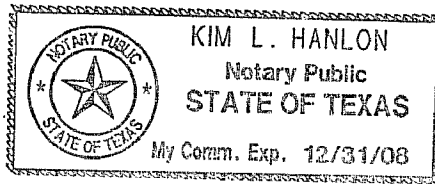
(Corporate Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on the 28th day of August, 2006, by James Allen Weil, President of INSL-X Products Corporation, a New York corporation on behalf of said corporation.



Notary Public, State of Texas



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27 day of August, 2006.

INSL-X PRODUCTS CORPORATION

By: _____

Name:

Title:

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By:  _____

Name: Patrick McConne

Title: V.P.

Schedule 1 to Trademark Security Agreement

ACQUIRED MARKS

REGISTRATION NUMBERS

ICE
TRINITY COATINGS COMPANY logo
QLAC

2,179,643
2,781,925
2,828,582