Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Offic			
RECORDATION FO	RM COVER SHEET			
TRADEMARKS ONLY 80034-926				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
Jason Incorporated	Additional names, addresses, or citizenship attached?			
	Name: <u>Ceneral Electric Capital</u> [plema] Corporation, as agent			
Individual(s) Association	Internal Corporation, as agent Address:			
General Partnership Limited Partnership	Street Address: 500 W. Monroe			
X Corporation- State: WI	City: Chicago			
Other	State: IL			
Citizenship (see guidelines)	Country: USA Zip: 60661			
Additional names of conveying parties attached? Yes No	Association Citizenship			
3. Nature of conveyance )/Execution Date(s):	General Partnership Citizenship			
Execution Date(s) December 16, 2005	Limited Partnership Citizenship			
Assignment Merger	X Corporation Citizenship Delaware			
Security Agreement Change of Name	Citizenship If assignee is not domicited in the United States, a domestic			
Other Correction to Reel 3243/0981	representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and	· -			
A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
	Additional sheet(s) attached? X Yes No			
C. Identification or Description of Trademark(s) (and Filing				
5. Name & address of party to whom correspondence	6. Total number of applications and			
concerning document should be mailed:	registrations involved:			
	7 Total fee (37 CER 2 6/h)(6) & 3.41) \$ 40			
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40  Authorized to be charged by credit card			
Street Address: 35 W. Wacker Dr.	Authorized to be charged to deposit account			
Street Address.	Enclosed			
City: Chicago	8. Payment Information:			
State: IL Zip: 60601	a. Credit Card Last 4 Numbers			
Phone Number: 312-558-6352	Expiration Date			
Fax Number: 312-558-5700	b. Deposit Account Number 232428			
Email Address: 1konrath@winston.com	Authorized User Name 1konrath			
9. Signature:	W/26/06			
Laura Konrath	Date    Total number of pages including cover    Total number of pages including cover   Total number of pages including			
Name of Person Signing	sheet, attachments, and document:			

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

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# **Continuation Item 4**

Delete 1,626,5<u>65</u>

Replace with correct number 1,626,5<u>85</u> CALIFORNIA BUFF

6

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2005, by JASON INCORPORATED, a Wisconsin corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Amendment No. 4 to Credit Agreement, Omnibus Amendment to Credit Documents and Consent to certain Intercompany Transactions dated as of the date hereof by and among Grantor, as Borrower, the other Credit Parties thereto, Agent and the Persons signatory thereto from time to time as Lenders (the "Amendment"), Agent and Lenders have agreed to make certain amendments to the Credit Agreement dated as of August 4, 2000 by and among Grantor, as Borrower, the other Credit Parties, Agent and Lenders (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the other Loan Documents; and

WHEREAS, Agent and Lenders are willing to execute the Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the benefit of Lenders, 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 and intending to be legally bound, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest 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 it is a party, including, without limitation, those referred to on Schedule I hereto;
    - (b) all renewals of the foregoing;

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- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed to a third party under any Trademark License; and
- (d) all products and proceeds of the foregoing and all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed to a third party under any Trademark or any Trademark licensed to a third party under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Trademark to the extent that the grant of a security interest therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto.

3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

[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.

JASON INCORPORATED

By: Show Hengel
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Ву:	 	 	 	 
Name:	 		 	
Title:				

Signature page to Trademark Security Agreement

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.

### JASON INCORPORATED

Ву:	والمراجعة المستدار المستدونية والمراجعة والمراجعة والمراجعة والمستودة والمستدونية والمستدونية والمستدونية والمستودة والمستودة
Name:	
Title:_	

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Title: Ryan Cascade

Name:

**Duly Authorized Signatory** 

Signature page to Trademark Security Agreement

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## ACKNOWLEDGMENT OF GRANTOR

STATE OF /1/10001111/)
COUNTY OF Milwaukee)

On this Alth day of October, 2005 before me personally appeared of Security benzel proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jason Incorporated, 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.

Notary Public JUDITH M. HERR

{seal}

Signature page to Trademark Security Agreement

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## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

See attached

Schedule I

## TRADEMARKS

MARK	REG. NUMBER	REG. DATE
A	1231635	3/22/83
AD-LEA-SIVE	0411018	1/2/45
ARTAB	0408273	8/1/44
CALIFORNIA BUFF COMPANY	1626565, 85	12/11/90
CAM RUNNER	2354626	6/6/00
CHURCHILL	2353870	5/30/00
ECONOSORB**	1850483	8/23/94
ENDURION	0613728	10/11/55
EVERYBODY LOVES OSBORN BRUSHES	1399196	7/1/86
FIBERFOAM	2060231	5/13/97
GRIPMASTER	0410507	11/28/44
IMPERIAL	0869294	5/13/69
JACKSONLEA	1760887	3/30/93
JACKSONLEA	1763910	4/18/00
LEA ANTISTAT	0818952	11/22/66
LEA LUBEWAX	0832391	7/25/67
LEA LUXEMATIC	0839808	12/5/67
LEABRITE	2205308	11/24/98
LEAROK	0304157	6/20/33
LIQUABRADE	0556217	3/18/52
LIQUA-SHEEN	1055844	1/11/77
LOAD RUNNERS	0973349	11/20/73
MAGNAFLEX	2572176	5/21/02
MARABOND	1048153	9/14/76
MARATEX	1041359	6/15/76
Milsco	1,145,461	1/6/81
MILSCO	2697697	3/18/03



MARK	REG. NUMBER	REG. DATE
NATORQ	1196113	1/7/05
OSBORN	0569356	1/20/53
OSBORN	0991827	8/27/74
OSBORN	0987058	6/25/74
OSBORN	0988709	7/23/74
OSBORN	0987773	7/9/74
OSBORN	0779410	11/3/64
OSBORN	0745621	2/26/63
PLASTIGLUE	2208526	12/8/98
POWER TUBE	1414988	10/28/96
PROFILE	1492289	6/14/88
RD	0985758	6/11/74
SEALEZE	2401489	11/7/00
SOFTOOL	1793403	9/21/93
SPEEDIE	1255712	11/1/83
SPRAY-IT	1303353	11/6/84
STRAT-O-SHEEN	1039967	5/25/76
SYNTEX	2536226	2/15/02
SYNTEX PLUS	2536227	2/5/02
TRUSPEC	1420114	12/9/86
ULTRA-GRIT	1570671	12/12/89
ULTRA-TECH	2205307	11/24/98
UNI-LOK	1412046	10/7/86

<sup>\*\*</sup> This mark is licensed to Jason Inc.

# Trademark Applications:

MARK	APP. NUMBER	APP. DATE	
DYNAFLEX	76/483306	1/21/03	
LEAROCK	76/539467	8/11/03	
ASSEMBLED PRODUCTS	76/597298	6/14/04	



<sup>\*\*\*</sup> To be allowed to lapse.

#### TRADEMARK LICENSES

- 1. Agreement between Osborn International SA and Equipment Merchants International, Inc. ("Verbal Agreement Pending Signatures as of December 9, 1999").
- License and Technical Assistance Agreement with Manufacturing and Sales Rights 2. between Jackson Buff Company and Hsin Feng Corp., dated November 15, 1988 (and amended March 25, 1999).
- 3. Distribution Agreement between Lea and SIDA S.A. dated January 1, 1989.
- 4. License Agreement between Lea and SIDA S.A. dated January 12, 1989.
- 5. Manufacturing License Agreement between Lea Manufacturing Company and MacDermid, Inc. dated July 1, 1985.
- 6. License Agreement between Lea Manufacturing Company and Anderson Peek Hanson Limited dated May 31, 1985. (UK and Republic of Ireland)
- 7. License and Technical Assistance Agreement between Lea Manufacturing Company and Anderson Peek Hanson Limited dated May 31, 1985. (France)
- 8. Agreement between Lea Manufacturing Company and Regal dated August 1, 1979.
- 9. Agreement between Lea Manufacturing Company and S.A.R.L. RENWART dated June 1979.
- 10. Agreement between Lea Manufacturing Company and Nihon Kenzai Kabushiki Kaisha dated March 1, 1990.
- 11. Agreement between The Lea Manufacturing Company and PME International Co., Ltd. dated September 1, 1990 and amended on June 13, 1993.
- 12. License and Technical Assistance Agreement between Kiesow GmbH & Co and Hsin Feng Enterprise Corporation dated December 9, 1995.
- 13. Licensing Agreement between The Lea Manufacturing Co. and Galvanolyte, S.A. dated July 28, 1972.
- 14. License and Technical agreement between JacksonLea and Kings Brite Company dated November 14, 2000 and amended November 8, 2002.
- 15. Agreement between Jason Incorporated and Matarah Industries, Inc. for the use of the trademark ECONOSORB. No royalty license to Jason from Matarah. Agreement signed January 26, 1994.

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TRADEMARK **REEL: 003418 FRAME: 0350** 

**RECORDED: 10/27/2006**