

11-21-2006



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Form PTO-1594 (Rev. 07/03)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

80034-926 (part of 800)

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):

Jason Incorporated

- Individual(s)
- General Partnership
- Corporation- State: WI
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

- 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) December 16, 2005

- Assignment
- Security Agreement
- Other SEE ATTACHMENT
- Merger
- Change of Name

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)

1626585

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- 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 232428

Authorized User Name lkonrath

9. Signature:

Laura Konrath
Signature

11/14/06
Date:

Name of Person Signing

Total number of pages including cover 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

Corrective Security Agreement Second Lien
Continuation Item 4

Remove

~~number~~ 1,626,565

Replace with correct number 1,626,585

CALIFORNIA BUFF

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01/18/2006
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Form PTO-1594
(Rev. 01/01)

OMB No. 0851-0027 (exp. 5/31/2002)

Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

80034-926

7

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jason Incorporated

- Individual(s)
- General Partnership
- Corporation-State WI
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement Second Lien
- Other
- Merger
- Change of Name

Execution Date: December 16, 2005

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal

Address:

Street Address: 500 W. Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document (not assignment))
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

53

7. Total fee (37 CFR 3.41) \$ 1,340

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing

Laura Konrath
Signature

1/18/06
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Best Assignments
Washington, D.C. 20231

Continuation
Item 4

TRADEMARKS

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
✓ 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

our error

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
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

** This mark is licensed to Jason Inc.

*** To be allowed to lapse.

Trademark Applications:

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

*END Continuation
Item 4*

7

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 Collateral Agent for Purchasers ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amendment No. 1 to Note Purchase Agreement, Omnibus Amendment to Note Documents and Consent to certain Intercompany Transactions dated as of the date hereof by and among Grantor, as Issuer, Holdings, Agent and the Persons signatory thereto from time to time as Purchasers (the "Amendment"), Agent and Purchasers have agreed to make certain amendments to the Note Purchase Agreement dated as of February 9, 2004 by and among Grantor, as Issuer, Holdings, Agent and Purchasers (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement") and the other Note Documents; and

WHEREAS, Agent and Purchasers 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 Purchasers, 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase 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 Purchasers, a continuing second priority security interest (subject only to the first priority security interest in favor of Agent, on behalf of itself and Lenders, under the Credit Agreement) 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;

CHI:1613183.1

TRADEMARK
REEL: 003431 FRAME: 0790

(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 License or (ii) injury to the goodwill associated with 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. SECURITY AGREEMENT. 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 Purchasers, 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: [Signature]
Name: John J. Hengel
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
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


By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____

Name: _____

Title: Ryan Cascade

Duly Authorized Signatory

Signature page to Trademark Security Agreement

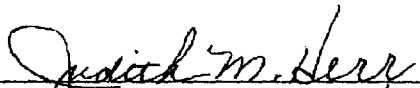
ACKNOWLEDGMENT OF GRANTOR

STATE OF Wisconsin)

COUNTY OF Milwaukee)

ss.

On this 28th day of October, 2005 before me personally appeared John J. Hengel, 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

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See attached

Schedule I

TRADEMARKS

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
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LEAROCK	76/539467	8/11/03
ASSEMBLED PRODUCTS	76/597298	6/14/04

TRADEMARK LICENSES

1. Agreement between Osborn International SA and Equipment Merchants International, Inc. ("Verbal Agreement Pending Signatures as of December 9, 1999").
2. License and Technical Assistance Agreement with Manufacturing and Sales Rights 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.

CHI:1617926.2