

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Holliston Mills, Inc.		05/19/1998	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jackson National Life Insurance Company		
<b>Street Address:</b>	5901 Executive Drive		
<b>City:</b>	Lansing		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48909		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0984027	ROXITE	
Registration Number:	1521761	KENNETT	
Registration Number:	1495068	ARRESTOX	
Registration Number:	1515338	HOLLISTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(215) 981-4547		
<b>Email:</b>	leonardm@pepperlaw.com		
<b>Correspondent Name:</b>	Michael J. Leonard, Esquire		
<b>Address Line 1:</b>	Eighteenth & Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>ATTORNEY DOCKET NUMBER:</b>	128349.6		
<b>NAME OF SUBMITTER:</b>	Michael J. Leonard, Esquire		

OP \$115.00 0984027

Signature:	/michael leonard/
Date:	05/17/2007
<b>Total Attachments: 5</b> source=JNLIC_Security Agreement_1998#page1.tif source=JNLIC_Security Agreement_1998#page2.tif source=JNLIC_Security Agreement_1998#page3.tif source=JNLIC_Security Agreement_1998#page4.tif source=JNLIC_Security Agreement_1998#page5.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, THE HOLLISTON MILLS, INC., a Delaware corporation (together with its successors and assigns, the "Grantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the Revolving Credit and Term Loan Agreement dated May 26, 1995, as amended from time to time and most recently by that certain Second Amendment to Revolving Credit and Term Loan Agreement and Subordinated Term Loan Agreement dated of even date herewith (as from time to time amended, restated, modified or supplemented and in effect, the "Senior Loan Agreement"), by and among Industrial Coatings Group, Inc. ("ICG") and GCI Holding Corporation (collectively, the Borrowers") and, as lender, Jackson National Life Insurance Company (together with its successors, assigns and transferees permitted under the Senior Loan Agreement, the "Senior Lender"), the Senior Lenders have agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, to be evidenced by the notes issued by the Borrower thereunder; and

WHEREAS, pursuant to the Subordinated Term Loan Agreement dated May 26, 1995, as amended from time to time and most recently by that certain Second Amendment To Revolving Credit And Term Loan Agreement And Subordinated Term Loan Agreement dated of even date herewith (as amended from time to time, the "Subordinated Loan Agreement" and together with the Senior Loan Agreement, the "Loan Agreements"), by and among the Borrowers and, as lender, Jackson National Life Insurance Company (together with its successors and assigns, the "Subordinated Senior Lender"; and collectively with the Senior Lender, the "Lenders"), the Subordinated Senior Lender has agreed to make loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth in the Subordinated Loan Agreement, to be evidenced by the Notes issued by the Borrowers thereunder; and

WHEREAS, the Grantor is a wholly-owned subsidiary of ICG and has unconditionally guaranteed the obligations of the Borrowers to the Lender, pursuant to that certain Subsidiary Guarantee Agreement dated of even date herewith (the "Guaranty"); and

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"; terms defined in the IP Security Agreement and not otherwise defined herein have the respective meanings provided for in the IP Security Agreement), between Grantor and Jackson National Life Insurance Company, in its capacity as collateral agent for the Senior Lenders and in its capacity as collateral agent for the Junior Lenders (the "Grantee"), Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations arising under the Guaranty, the Borrower hereby grants to the Collateral Agent, for the benefit of the Lenders, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrowers in which the Borrowers now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) trademarks, trade names, trade styles, service marks, logos, emblems, prints and labels, all elements of package or trade dress of goods, and all General Intangibles of like nature, together with the goodwill of the Borrower's business connected with the use thereof and symbolized thereby, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, including, but not limited to, those described in Schedule 1 attached hereto, together with all extensions, renewals and corrections thereof and all licenses thereof or pertaining thereto, including, without limitation, the License Agreements with respect thereto (all of the foregoing assets encompassed by this subparagraph (a) being hereinafter collectively referred to as the "Trademarks");

(b) all customer lists and other records of the Borrower relating to the distribution of products bearing the Trademarks; and

(c) any and all Proceeds of the foregoing, including, without limitation, the Proceeds from any claims by the Borrower against third parties for infringement of the Trademarks and any royalties from licenses to third parties of the Trademarks.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the IP Security Agreement. Grantor hereby acknowledges and affirms 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 IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 19th day of May, 1998.

THE HOLLISTON MILLS, INC.

By: Robert Dwyer

Name: ROBERT DWYER

Title: Vice President

Acknowledged:

JACKSON NATIONAL LIFE INSURANCE COMPANY  
as collateral agent for the benefit of  
the Senior Lenders and the Junior Lenders

By: PPM America, Inc.  
Its Attorney-in-fact

By: William T. Conside

Name: William T. Conside

Title: Managing Director

ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF MANHATTAN )

On this 14 day of May, 1998 before me personally appeared Robert Dwyer, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of The Holliston Mills, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augusta Peterson  
Notary Public

{Seal}

My commission expires:

AUGUSTA PETERSON  
NOTARY PUBLIC, State of New York  
No. 0126499442  
Qualified in Queens County  
Commission Expires July 20, 1998

Schedule 1 to Trademark Security Agreement

TRADEMARKS OF  
THE HOLLISTON MILLS, INC.

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
Sturdetan	1,301,656	10/23/84
Roxite	984,027	05/14/74
Lexotone	1,325,919	03/19/85
Lexohyde	1,308,942	12/11/84
Spunflex	1,308,943	12/11/84
Holliston	1,515,338	12/06/88
Covertex	1,618,779	10/23/90
Holliston Book Cloths	94,995	01/20/14
Holliston	284,092	06/16/31
Roxite Blubak	589,846	05/11/54
Roxite Blubak	1,927,365	10/17/95
Kennett	1,521,761	01/24/89
Arrestox	1,495,068	05/07/88

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