

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
Industrial Coatings Group, Inc.		05/19/1998	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jackson National Life Insurance Company		
Street Address:	5901 Executive Drive		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48909		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2643252	CORINTHIAN	
Registration Number:	2111282	DIGITEX	
Registration Number:	2113032	PEARL LINEN	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard, Esquire		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	128349.6		
NAME OF SUBMITTER:	Michael J. Leonard, Esquire		

OP \$90.00 2643252

Signature:	/michael leonard/
Date:	05/17/2007
Total Attachments: 4 source=JNLIC_ICG_Security Agreement_1998#page1.tif source=JNLIC_ICG_Security Agreement_1998#page2.tif source=JNLIC_ICG_Security Agreement_1998#page3.tif source=JNLIC_ICG_Security Agreement_1998#page4.tif	

**AMENDMENT NO. 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND TRADEMARK SECURITY AGREEMENT is entered into as of May 19, 1998, by and between INDUSTRIAL COATINGS GROUP, INC. (the "Borrower"), and JACKSON NATIONAL LIFE INSURANCE COMPANY, as collateral agent for the benefit of the Senior Lenders and the Junior Lenders (the "Lender"). Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Senior Loan Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain: (i) Revolving Credit And Term Loan Agreement dated as of May 26, 1995 by and among the Borrower and the Lender, 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, the "Senior Loan Agreement"), the Lender has made Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, which Loans are evidenced by the notes issued by the Borrower thereunder; and (ii) Subordinated Term Loan Agreement dated as of May 26, 1995 by and among the Borrower and the Lender, 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, the "Subordinated Loan Agreement"; and together with the Senior Loan Agreement, the "Credit Agreements"), the Lender has made Term Loans (as defined therein) to the Borrower upon the terms and subject to the conditions set forth therein, which Term Loans (as defined therein) are evidenced by the Term Notes (as defined therein) issued by the Borrower thereunder;

WHEREAS, the Borrower and the Lender are parties to that certain (i) Intellectual Property and Security Agreement dated as of May 26, 1995, (the "IP Security Agreement") pursuant to which the Borrower granted to the Lender, as collateral agent, a security interest in the Collateral (as defined therein); and (ii) Trademark Security Agreement dated as of May 26, 1995, (the "Trademark Security Agreement") pursuant to which the Borrower granted to the Lender, as collateral agent, a security interest in the Trademark Collateral (as defined therein);

WHEREAS, the Borrower has requested, among other things, that the Lender extend additional loans and other financial accommodations (collectively, the "Additional Loans") to the Borrower pursuant to the terms and conditions of the Senior Loan Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lender to make the Additional Loans under the Senior Loan Agreement that the Borrower shall have executed and delivered this Agreement to the Lender, in its capacity as Collateral Agent; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to extend the Additional Loans, the Borrower hereby agrees with the Lender as follows:

The parties hereto agree as follows:

1. **Amendment to the IP Security Agreement.**

Annex A attached to the IP Security Agreement is hereby modified in accordance with Section 2 below.

2. **Amendment to the Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by amending Schedule 1 attached thereto by inserting the items set forth on Exhibit A attached hereto as a part thereof under their respective headings located on Schedule 1.

3. **Effect of this Amendment.** Except as specifically amended above, the IP Security Agreement and the Trademark Security Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed.

4. **Governing Law.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to principles of conflicts of law).

5. **Counterparts.** This Amendment No.1 may be executed and delivered in counterparts, each of which shall constitute an original, and all of which together shall constitute one Amendment.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Equity Purchase Agreement as of the date first written above.

INDUSTRIAL COATINGS GROUP, INC.

By: Robert Decker

Its Vice President

JACKSON NATIONAL LIFE INSURANCE COMPANY, as Collateral Agent

By: PPM America, Inc.
its attorney-in-fact

By: William Thomsen

Its Managing Director

EXHIBIT A

TRADEMARKS OF
INDUSTRIAL COATINGS GROUP, INC.

Trademark Description

Registration Number

Saturn	1,878,693
Polyseal	942,179
Parisian	Filed/Pending
Corinthian	Filed/Pending
Digitex	75,072,614
Thermatex	75,079,422
Pearl Linen	75,121,587