

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Holliston Mills, Inc. successor by merger to the Holliston Mills, Inc. and Industrial Coatings Group, Inc.		05/18/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Agarista ICG Lending, LLC
<b>Street Address:</b>	Cira Centre, 2929 Arch Street
<b>Internal Address:</b>	c/o Chrysalis Capital Partners
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19104
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3017518	STURDITE
Serial Number:	77116318	SECURE-MATE
Registration Number:	2973616	ABRASITUFF
Registration Number:	2965343	DATA-MATE
Registration Number:	2414410	DECOR SHADELINE
Registration Number:	2219531	ICG
Registration Number:	3119254	ICG HOLLISTON
Registration Number:	2961547	IMPERIUM
Serial Number:	77086654	IMPRESSIONS
Registration Number:	3163446	LUMINAIRE
Registration Number:	3036642	NOUVELLE
Serial Number:	77171913	PERFORMANCE 7

OP \$340.00 3017518

Serial Number:

77171901

PERFORMANCE 9

**CORRESPONDENCE DATA**

Fax Number: (215)981-4750

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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

Signature:

/michael leonard/

Date:

05/18/2007

**Total Attachments: 5**

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**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 18, 2007, by and between **THE HOLLISTON MILLS, INC.**, successor by merger to the Holliston Mills, Inc. and Industrial Coatings Group, Inc., (the "Grantor"), and **AGARISTA ICG LENDING, LLC**, successor-in-interest to Jackson National Life Insurance Company, as collateral agent (the "Collateral Agent") for the benefit of the Senior Lenders and Junior Lenders (as defined in the IP Security Agreement).

WITNESSETH

**WHEREAS**, Grantor executed and delivered that certain (i) Intellectual Property and Security Agreement dated as of May 19, 1998, (as may be amended from time to time, the "IP Security Agreement"), and (ii) Trademark Security Agreement dated as of May 19, 1998, (as may be amended from time to time, the "Trademark Security Agreement"), each in favor of the predecessor-in-interest to the Collateral Agent.

**NOW, THEREFORE**, in consideration of the premises, and to induce the Senior Lenders to continue their loans to Grantor, the Grantor hereby agrees with the Collateral Agent 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 Delaware (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.

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**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 to Intellectual Property Security Agreement and Trademark Security Agreement as of the date first written above.

**THE HOLLISTON MILLS, INC.**

By: \_\_\_\_\_  
Its:

**AGARISTA ICG LENDING, LLC**, as Collateral Agent

By:  \_\_\_\_\_  
Its:  
Paul Halpern  
Authorized Signatory

**EXHIBIT A**

**TRADEMARKS OF  
THE HOLLISTON MILLS, INC.**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>SERIAL NO./ REG. NO.</b>
STURDITE	3,017,518
SECURE-MATE	77/116,318
ABRASITUFF	2,973,616
DATA-MATE	2,965,343
DECOR SHADELINE	2,414,410
ICG & Design	2,219,531
ICG HOLLISTON & Design	3,119,254
IMPERIUM	2,961,547
IMPRESSIONS	77/086,654
LUMINAIRE	3,163,446
NOUVELLE	3,036,642
PERFORMANCE 7	77/171,913
PERFORMANCE 9	77/171,901