

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Channell Commercial Corporation		07/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	55 S. Lake Ave., Suite 900
Internal Address:	Attn: Channell Client Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2610522	FIBERMARK
Registration Number:	2548576	CHANNELL
Registration Number:	2519499	
Registration Number:	2584418	WHERE THE INDUSTRY CONNECTS
Registration Number:	2423073	GLB
Registration Number:	2433152	TLC
Registration Number:	2324126	HDC
Registration Number:	2255084	RHINO ENCLOSURES
Registration Number:	2233829	HDC
Registration Number:	2280622	SELF LOCK
Registration Number:	2660384	DATASEAL
Serial Number:	76653037	BUSHMAN
Serial Number:	76678455	BUSHMAN TANKS

CH \$365.00 2610522

Serial Number:

76678454

SAVING AMERICA'S WATER

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

067Z-101199

NAME OF SUBMITTER:

Julie Cravitz

Signature:

/julie cravitz/

Date:

08/29/2007

Total Attachments: 19

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AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 30, 2007, is entered into by and between Channell Commercial Corporation, a Delaware corporation ("Debtor") in favor of Bank of America, N.A., as Administrative Agent ("Secured Party") for the benefit of itself, Canadian Agent, each Lender and each Bank Product Provider (each a "Beneficiary", and collectively, the "Beneficiaries"), with reference to the following facts:

RECITALS

A. Pursuant to the Amended and Restated Loan and Security Agreement of even date herewith, by and among Debtor, Channell Commercial Canada Inc., an Ontario corporation ("Canadian Borrower" and collectively with Debtor, "Borrowers"), the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender"), Secured Party, and Bank of America, N.A., Canada Branch, as Canadian Agent (as amended, restated, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrowers.

B. The Loan Agreement provides, as a condition to the availability of such credit facilities, that Debtor enter into this Agreement and grant security interests to Secured Party as herein provided.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrowers, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

C. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure any and all present and future obligations of any type or nature of Debtor to Secured Party, the Beneficiaries or any of the Lenders arising under or related to the Loan Documents and/or any one or more of them, whether due or to become due, matured or unmatured, liquidated, or contingent or non contingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Borrowers, Debtor or any other Person (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to

otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtor has not abandoned any of the registered material Trademarks or material Patents and Debtor will not do any act, nor omit to do any act, whereby the registered material Trademarks or material Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any material application, registration or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in the United States or

any state therein or any other country as are necessary to maintain such material application and registration of the Trademarks or Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and if consistent with reasonable business judgment to initiate cancellation proceedings against third parties.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any actual infringement of any registered Trademark or any registered Patent which is likely to result in a Material Adverse Effect. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole

discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Any proceeds remaining after the Obligations have been repaid shall be distributed to the Debtor or other Person legally entitled thereto. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one (1) day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the addresses set forth in the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Obligations thereunder.

G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

H. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR

DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

I. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties relating in any way to any Obligations or Loan Documents, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code). Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section. In the event of any inconsistency between such rules and procedures and this Section, the terms of this Section shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section, Administrative Agent or Canadian Agent may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by real property, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees

selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings, and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which the proceeding was commenced. None of the foregoing provisions of this Section shall limit the right of Administrative Agent, Canadian Agent, or Lenders to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Administrative Agent's or Canadian Agent's option, foreclosure under a Mortgage may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

J. Any and all provisions of any Loan Document (as defined in the Loan Agreement) which apply to the Loan Documents generally shall apply to this Agreement.

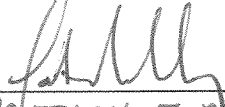
K. This Agreement amends and restates in its entirety (but without novation) the Trademark and Patent Security Agreement dated as of September 25, 2002 by Debtor in favor of the Beneficiaries (as defined therein).

[signature page follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

Channell Commercial Corporation,
a Delaware corporation

By: 
Name: PATRICK E MCGREADY
Title: CFO

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

Channell Commercial Corporation,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

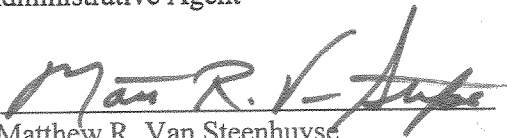
By: 
Matthew R. Van Steenhuyse
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, Channell Commercial Corporation, a Delaware Corporation (hereinafter "Debtor") hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Administrative Agent for the Lenders identified in the Security Agreement referred to below ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

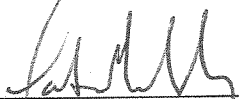
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark and Patent Security Agreement of even date herewith between Debtor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of July 30, 2007.

DEBTOR:

CHANNELL COMMERCIAL
CORPORATION

By:  _____

Patrick McCready
Chief Financial Officer

SCHEDULE A
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Registered trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Issue Date</u>
FIBERMARK	Channell Commercial Corporation	Active	2,610,522	August 20, 2002
CHANNELL	Channell Commercial Corporation	Active	2,548,576	March 12, 2002
Design Only	Channell Commercial Corporation	Active	2,519,499	December 18, 2001
WHERE THE INDUSTRY CONNECTS	Channell Commercial Corporation	Active	2,584,418	June 25, 2002
GLB (Stylized)	Channell Commercial Corporation	Active	2,423,073	January 23, 2001
TLC	Channell Commercial Corporation	Active	2,433,152	March 6, 2001
HDC	Channell Commercial Corporation	Active	2,324,126	February 29, 2000
RHINO ENCLOSURES & Design	Channell Commercial Corporation	Active	2,255,084	June 22, 1999*
HDC	Channell Commercial Corporation	Active	2,233,829	March 23, 1999*
SELF LOCK & Design	Channell Commercial Corporation	Active	2,280,622	September 28, 1999*
DATASEAL	Channell Commercial Corporation	Active	2,660,384	December 10, 2002

* Debtor granted Fleet National Bank a security in this registration, recorded with the Patent and Trademark Office on May 26, 1998.

Trademark applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Serial Number</u>	<u>Application Date</u>
Bushman And design	Channell Commercial Corporation	Pending	76/653037	January 17, 2007
Bushman Tanks	Channell Commercial Corporation	Pending	76/678455	June 20, 2007
Saving America's Water	Channell Commercial Corporation	Pending	76/678454	June 20, 2007

SCHEDULE B
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

Registered patents:

<u>Patent</u>	<u>Owner</u>	<u>Pub. Date</u>	<u>Federal Registration Number</u>
All-weather covering for cable television equipment	Channell Commercial Corporation	4/2/1991	US D315906
All-weather covering for cable television equipment	Channell Commercial Corporation	7/2/1991	US D317908
Electrical Connector	Channell Commercial Corporation	3/12/2004	US 7,018,230
Electrical Connector	Channell Commercial Corporation	7/5/2005	US 7,223,118
Housing for electronic equipment for cable television installation	Channell Commercial Corporation	10/11/1988	US D298031
Method for Connecting Two Wire Pairs	Channell Commercial Corporation	7/5/2005	US 7,014,496
Terminal Housing/Buried Communication Lines	Channell Commercial Corporation	5/21/1990	US 5,210,374
Underground Utilities Pedestal Housing	Channell Commercial Corporation	4/7/2004	US D517011

Pending patent applications:

<u>Patent</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
Bridging Connector	Channell Commercial Corporation	3/14/2005	VZ 10,799,338
Bridging Connector	Channell Commercial Corporation	2/16/2006	US 11/357,686

<u>Patent</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
Electrical Connector	Channell Commercial Corporation	3/10/2005	AU 2005223236
Electrical Connector	Channell Commercial Corporation	3/10/2005	CA PCT/US2005/008152
Electrical Connector	Channell Commercial Corporation	3/11/2005	MY 10,799,338
Electrical Connector	Channell Commercial Corporation	3/10/2005	MX PA/A/2006/010371
Electrical Connector	Channell Commercial Corporation	3/10/2005	NZ PC/US2005/08152
Electrical Connector	Channell Commercial Corporation	3/10/2005	PP 1-2006-501781
Electrical Connector	Channell Commercial Corporation	3/10/2005	SG 2300606204-6
Bridging Connector	Channell Commercial Corporation	3/14/2005	VZ 441-2005
Electrical Connector	Channell Commercial Corporation	3/10/2005	VT 1-2006-01688
Electrical Connector with Filtering Device	Channell Commercial Corporation	2/16/2007	WIPO
Electrical Connector with Filtering Device	Channell Commercial Corporation	2/16/2007	WIPO
Electrical Connector with Filtering Device	Channell Commercial Corporation	2/16/2006	US 11/357,710
Electrical Connector	Channell Commercial Corporation	3/14/2005	AR P050100981
Electrical Connector	Channell Commercial Corporation	3/10/2005	AU 2005223236
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Electrical Connector	Channell Commercial Corporation	3/11/2005	CL 0520-2005
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<u>Patent</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
	Corporation		
Electrical Connector	Channell Commercial Corporation	3/11/2005	MY PI20051034
Electrical Connector	Channell Commercial Corporation	3/10/2005	MX PA/a/2006/010371
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Grade level enclosures for underground utility connections	Channell Commercial Corporation	3/9/2006	US 11/373,614
Locking system for grade level enclosures	Channell Commercial Corporation	3/9/2006	US 11/373,615
Method & Process for Manufacturing Terminal	Channell Commercial Corporation	10/31/2005	PCT 2005/39414

<u>Patent</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
Block			
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	11/8/2005	MY PI20055239
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	11/8/2005	TW 094139171
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	11/7/2005	TL 105904
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Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	EP 05825031.7
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	MX 2007/005555
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	NZ 555042
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	SG 200703334-3
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Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	11/9/2004	US 10/985,851
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	AU US2005/039414AU

<u>Patent</u>	<u>Owner</u>	<u>Application Date</u>	<u>Application Number</u>
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	CA US2005/039414CA
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	EP 05825031.7
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	11/8/2005	MY 10/985,851
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	MX PCT/US05/39414
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	NZ 555042
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	10/31/2005	SG 200703334-3
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