

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
GT Holding, LLC		10/17/2007	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Earthstar Bank
Street Address:	8910 Frankford Avenue
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19136
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0871586	BONDALL
Registration Number:	0898084	DASH PATCH
Registration Number:	0851278	DURALOX
Registration Number:	0853026	GROUT-ON
Registration Number:	0898085	LEV-L-ASTIC
Registration Number:	0869256	LEVELON
Registration Number:	0864449	NU-C-MENT
Registration Number:	0630254	POR-ROK
Registration Number:	0853495	TILECRETE
Registration Number:	1737632	FIBERFORCE
Registration Number:	0591829	LINK
Registration Number:	0586057	STA-DRI

CORRESPONDENCE DATA

Fax Number: (610)684-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 610-941-2474
Email: wlevant@kaplaw.com
Correspondent Name: William J. Levant
Address Line 1: 910 Harvest Drive
Address Line 4: Blue Bell, PENNSYLVANIA 19422

ATTORNEY DOCKET NUMBER:	7603-45 WJL
NAME OF SUBMITTER:	William J. Levant
Signature:	/S/William J. Levant, Esquire (ID 54286)
Date:	11/07/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made this 17th day of October, 2007, by and between **GT HOLDING, LLC**, a Pennsylvania limited liability company ("**Debtor**") and **EARTHSTAR BANK**, a Pennsylvania banking corporation ("**Lender**").

BACKGROUND

A. On August 10, 2007, Lender extended to Debtor a certain Term Loan (the "**Term Loan**") in the original principal amount of \$835,000.00, which is evidenced by a Promissory Note given to Lender by Debtor in like amount, and so dated (the "**Term Note**").

B. The Lender has also extended, or has agreed to extend, a \$50,950.00 Line of Credit to the Debtor (the "**Line of Credit**"), evidenced by the Debtor's Line of Credit Note in like amount, bearing even date herewith (the "**Line Note**").

C. Hereinafter, the Term Loan and the Line of Credit shall collectively be referred-to as the "**Loans**".

D. Hereinafter, the Term Note and the Line of Credit Note shall collectively be referred-to as the "**Notes**".

E. Debtor desires to grant Lender security interests in certain trademark registrations as partial security for repayment of the Loans.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of First Lien Security Interest**. As security for repayment of the Term Loan, the Debtor hereby grants the Lender a first security interest in, and lien upon, the

trademarks and the registrations therefor identified on Schedule "A" hereto (collectively, the "**Registrations**"), together with (a) all extensions or renewals thereof; (b) all goodwill of the Debtor's business connected with the use of, and symbolized by, the Registrations; and (d) all products or proceeds of any of the foregoing, including, without limitation, any claim by the Debtor against any third party or parties for past, present or future (i) infringement or dilution of any of the Registrations, or (ii) injury to the goodwill associated therewith, all of the foregoing constituting the "**Collateral**".

2. **Grant of Second Lien Security Interest.** As security for repayment of the Line of Credit, the Debtor hereby grants the Lender a second security interest in, and lien upon, the Collateral, to be junior only to the security interest granted to the Lender by the preceding paragraph hereof.

3. **Authorization to File Forms UCC-1.** The Debtor authorizes the Lender to file, from time to time, such forms UCC-1 and/or UCC-3 to perfect the Security Interests granted hereby, or to continue or reactivate them, at such times and in such jurisdictions as it shall deem necessary or desirable, the cost of which shall be borne by the Debtor.

4. **Authorization to File Security Agreement with U.S. Patent and Trademark Office and Others.** The Debtor hereby authorizes the Lender to record a copy of this Agreement with the U.S. Patent and Trademark Office (and with the corresponding Trademark Office in any other country or countries) in such manner as the Lender deems necessary or desirable to note the Lender's interests on the record of each Registration comprising the Collateral.

5. **Incorporation of Other Loan Documents.** All terms and conditions of the Notes, and all other documents executed collateral thereto or in connection therewith, whether before or

after the execution hereof (collectively, the “**Loan Documents**”), are hereby incorporated by reference as if set forth at length.

6. **Remedies Cumulative; Power of Attorney.** All of the Lender’s rights and remedies with respect to the Collateral shall be cumulative and may be exercised singly or concurrently, in such sequence or combination as the Lender may elect. The Debtor hereby authorizes the Lender to make, constitute and appoint any officer or agent of the Lender (as the Lender may select in its sole discretion) as the Debtor’s true and lawful attorney-in-fact, with the power (upon and after the occurrence of a default under the terms of the Loan Documents) but not the obligation to (a) endorse the Debtor’s name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use, administration or liquidation of the Collateral; (b) take any actions with respect thereto that the Lender deems in its best interest; (c) grant any exclusive or non-exclusive license with respect to the Collateral to anyone on such terms as the Lender may deem appropriate; and (d) assign, pledge, convey or otherwise transfer title in, or dispose of, the Collateral to anyone, free and clear of the Debtor’s interest therein. The Debtor hereby ratifies all acts hereafter taken by the Lender by virtue of this Paragraph, and agrees that the power granted hereby – because coupled with an interest – shall be irrevocable until such time as all obligations of the Debtor to the Lender have been satisfied, and the Lender has no further obligation to extend or re-extend credit to the Debtor thereunder. The Debtor further agrees that the Lender shall have (in addition to all rights granted hereunder and under the terms of the Loan Documents) all rights and remedies allowed by law or equity, and all rights and remedies granted to a secured party by the UCC as enacted in any jurisdiction in which such action is to be taken or in which the Debtor or the Collateral is located.

7. **Attorneys' Fees**. The Debtor shall pay all attorneys' fees and costs incurred by the Lender in the exercise of its rights hereunder.

8. **Further Undertakings**. The Debtor agrees to take whatever actions are requested by the Lender to perfect, or to continue the perfection of the Lender's security interest in the Collateral, at the Debtor's sole expense.

9. **No Other Liens**. The Debtor shall not pledge, mortgage, encumber or otherwise permit the Collateral to become subject to any lien, security interest, encumbrance or charge other than in favor of the Lender, without the Lender's prior written consent. All proceeds of the Collateral resulting from a violation of this Paragraph shall be held in trust by Debtor for the benefit of the Lender, shall not be commingled with any other property of the Debtor, and shall forthwith be delivered to Lender.

10. **Title**. The Debtor represents and warrants to Lender that it holds good and marketable title to the Collateral, free and clear of liens and encumbrances other than in favor of the Lender, and the Debtor agrees to defend, at its own expense, the Lender's rights in the Collateral against all claims and demands of third parties. If any action or proceeding is commenced which the Lender reasonably believes would adversely affect the Lender's interest in the Collateral, and the Debtor fails or refuses to defend the Lender's interest, the Lender may (but shall not be obligated to) take any action it deems appropriate to do so, and the Debtor shall reimburse the Lender, upon demand, for all expenses (including attorneys' fees) incurred by the Lender in so doing.

11. **Default.** A default hereunder shall constitute a default under each of the Loan Documents. A default under the terms of any of the Loan Documents shall constitute a default hereunder.

12. **Governing Law.** The interpretation of this Agreement shall be governed solely by Pennsylvania's internal law (except to the extent pre-empted by Federal law), without regard to conflict of law principles.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and/or assigns (as the case may be).

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single instrument. The signature of a party received by facsimile or e-mail transmission shall be as binding as an original.

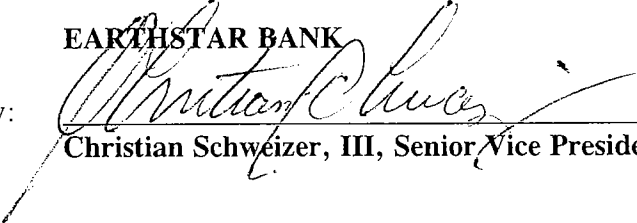
15. **Authorization to Supplement.** If the Debtor shall at any time hereafter obtain rights to any trademarks other than the Registrations, the provisions of this Trademark Security Agreement shall automatically apply thereto, and the authority granted to the Lender hereby shall automatically extend thereto. Debtor agrees to promptly notify the Lender of any such rights hereafter obtained.

16. **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be illegal, invalid or unenforceable, the offending provision shall be deemed modified to the extent necessary to cure the invalidity, if feasible, or excised from the Agreement entirely, if modification is not feasible.

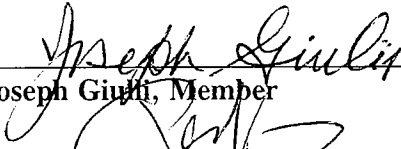
17. **Survival of Representations and Warranties.** All representations, warranties and agreements of the Debtor herein shall survive execution and delivery hereof, shall be continuing in nature, and shall remain in full force and effect until such time as the Debtor's obligations to the Lender under the Loan Documents have been paid in full and the Lender has no further obligation to extend, or to re-extend credit thereunder.

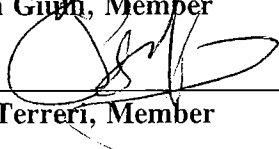
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year first above written.

EARTHSTAR BANK

By:  (seal)
Christian Schweizer, III, Senior Vice President

GT HOLDING, LLC

By:  (seal)
Joseph Giuffi, Member

By:  (seal)
Peter Terreri, Member

SCHEDULE "A"

U.S. Trademark Registrations

Bondall	No. 0871586
Dash Patch	No. 0898084
Duralox	No. 0851278
Grout-On	No. 0853026
Lev-L-Astic	No. 0898085
Levelon	No. 0869256
Nu-C-Ment	No. 0864449
Por-Rok	No. 0630254
Tilecrete	No. 0853495
Fiberforce	No. 1737632
Link	No. 0591829
Sta-Dri	No. 0586057

Canadian Trade-Mark Registration

Por-Rok	No. TMA016511
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