

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
Gardner Glass Products, Inc.		11/29/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	National City Business Credit, Inc.
Street Address:	1965 E. 6th Street
Internal Address:	4th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1862526	G
Registration Number:	2508257	COLLECTIVE IMAGES
Registration Number:	2539860	POLYGGARD
Serial Number:	76050254	GG DREAMWALLS
Serial Number:	76232000	EASY HANG
Serial Number:	76324730	POLYGLAZE

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-562-1637
 Email: vicki.cremonese@bipc.com
 Correspondent Name: Michael L. Dever
 Address Line 1: 301 Grant Street
 Address Line 2: 20th Floor

CH \$165.00 1862526

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:

0072848-000001

NAME OF SUBMITTER:

Michael L. Dever

Signature:

/Michael L. Dever/

Date:

11/30/2007

Total Attachments: 9

source=gardner glass-national city security agreement#page1.tif
source=gardner glass-national city security agreement#page2.tif
source=gardner glass-national city security agreement#page3.tif
source=gardner glass-national city security agreement#page4.tif
source=gardner glass-national city security agreement#page5.tif
source=gardner glass-national city security agreement#page6.tif
source=gardner glass-national city security agreement#page7.tif
source=gardner glass-national city security agreement#page8.tif
source=gardner glass-national city security agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of November 29, 2007 is entered into by and between GARDNER GLASS PRODUCTS, INC., a North Carolina corporation (the "Pledgor") and NATIONAL CITY BUSINESS CREDIT, INC., as the Lender (the "Lender", for its benefit and for the benefit of National City Bank, in its capacity as issuer of letters of credit (the "Issuer").

WHEREAS, pursuant to that certain Credit and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor, as Borrower, TP Wilkes, LLC, as a Guarantor, the Lender, and National City Bank, as the Issuer, the Lender has agreed to provide certain loans and other financial accommodations to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Lender in certain trademarks and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined terms in this Agreement are determined as follows:

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Trademarks" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, trademark applications and trademarks, whether now owned or hereafter acquired by Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Trademarks relate.

2. To secure the full payment and performance of all Obligations, Pledgor hereby grants and conveys a security interest to the Lender, for its benefit and for the benefit of the Issuer, in the entire right, title and interest of Pledgor in and to all of its Trademarks.

3. The Pledgor covenants and warrants that:
 - (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - (b) to the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable;
 - (c) except as otherwise listed on Schedule B hereto, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks owed by it, and except for those rights granted to the Lender hereunder and under the Credit Agreement, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;
 - (d) Pledgor has the corporate power and authority, as applicable, to enter into this Agreement and perform its terms;
 - (e) except as otherwise listed on Schedule B hereto, no claim has been made to Pledgor or, to the knowledge of Pledgor, any other person that the use of any of the Trademarks does or may violate the rights of any third party;
 - (f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;
 - (g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, except for those Trademarks that are hereafter allowed to lapse in accordance with Paragraph 10 hereof and except where its failure to do so shall not have a material adverse effect on Pledgor;
4. Pledgor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld.
5. If, before the Obligations shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances have terminated, and all Letters of Credit have terminated, Pledgor shall own any new trademarks, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Lender prompt notice thereof in writing. The Pledgor and the Lender agree to modify this Agreement by amending Schedule A to include any future trademark applications or trademarks and the provisions of this Agreement shall apply thereto.
6. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set

forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to the Pledgor, in Cincinnati, Ohio or elsewhere, the whole or from time to time any part of the Trademarks, or any interest that Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as provided in the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Trademarks shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of any Trademarks sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Trademarks to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Pledgor shall have indefeasibly paid in full all of the Obligations, all the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and the Lender shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Trademarks, or the defense or prosecution of any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Pledgor within fifteen (15) days of demand by the Lender, and if not paid within such time, shall accrue interest at the Default Rate under the Credit Agreement.

10. Pledgor shall have the duty through counsel reasonably acceptable to the Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of

this Agreement if commercially reasonable or thereafter until the Obligations shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated. Pledgor shall not abandon any Trademark without the prior written consent of the Lender, which shall not be unreasonably withheld or delayed. Notwithstanding anything stated herein to the contrary, Pledgor may in its reasonable discretion elect to maintain its trademarks on a common law basis, rather than filing for registration. In addition, the Pledgor shall use reasonable commercial judgment in deciding whether to file its trademarks on an international basis.

11. Pledgor shall have the right, with the written consent of the Lender, which shall not be unreasonably withheld or delayed, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Trademarks and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by Pledgor.

12. No course of dealing between the Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio state or federal court sitting in Cincinnati, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 14.8 [Notices] of the Credit Agreement.

22. Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the Other Documents, because the Lender's remedies at law for failure of Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Trademarks, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Trademarks, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or Lenders thereunto duly authorized, as of the date first above written.

GARDNER GLASS PRODUCTS, INC.

By: Melissa S. Lackey
Name: Melissa S. Lackey
Title: EVP, CFO, CIO

NATIONAL CITY BUSINESS
CREDIT, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or Lenders thereunto duly authorized, as of the date first above written.

GARDNER GLASS PRODUCTS, INC.

By: _____
Name: _____
Title: _____

NATIONAL CITY BUSINESS
CREDIT, INC.

By: Gerald R. King
Name: Gerald R. King
Title: Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

<u>Trademarks</u>	<u>Registration Number</u>
"G" Design	1862526
Collective Images	2508257
Poly G Gard and Design	2539860
Dreamwalls and Design	76/050254
Easy Hang	76/232000
PolyGlaze	76/324730

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

NONE