

**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
Henry Technologies, Inc.		01/01/2008	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Textron Financial Corporation, as Agent
Street Address:	11575 Great Oaks Way
Internal Address:	Suite 210
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2656102	GOLD SEAL
Registration Number:	2756462	LINEBACKER
Registration Number:	2468206	MAGNI-CHEK
Registration Number:	2462276	A-1
Registration Number:	2400793	A-2
Registration Number:	2553100	CAM-STAT
Registration Number:	2553099	CAM-STAT
Registration Number:	2547727	A-1 COMPONENTS
Registration Number:	2530214	FIN-COMB
Registration Number:	2764513	LINEBACKER
Registration Number:	2527879	A-1 COMPONENTS

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409

**900098657**

**TRADEMARK  
 REEL: 003716 FRAME: 0096**

**CH \$290.00 2656102**

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

Phone: 404-523-5300  
Email: sls@phrd.com  
Correspondent Name: Steven L. Schaaf, Paralegal  
Address Line 1: 285 Peachtree Center Avenue, N.E.  
Address Line 2: Suite 1500  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3123.14
NAME OF SUBMITTER:	Robert A. Crosby
Signature:	/RAC/
Date:	02/08/2008

**Total Attachments: 6**

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January 1, 2008

Textron Financial Corporation, as Agent  
11575 Great Oaks Way, Suite 210  
Alpharetta, Georgia 30022

Re: First Amendment to US Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain US Trademark Security Agreement dated December 2, 2005, by and between Henry Technologies, Inc., an Illinois corporation ("Company"), and Agent (as defined below), as recorded in the United States Patent and Trademark Office ("USPTO") on December 20, 2005, at Reel/Frame number 3213/852 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Loan Agreement dated as of December 2, 2005, by and among Textron Financial Corporation, a Delaware corporation, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for itself and the various financial institutions party thereto from time to time as lenders (collectively, "Lenders"), such Lenders, Company and Henry Technologies Limited, an Ontario corporation ("Canadian Borrower"; the Company and Canadian Borrower, collectively, "Borrowers").

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give prompt notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Agent and Lenders of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

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**TRADEMARK**  
**REEL: 003716 FRAME: 0098**

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

The Company hereby represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this letter agreement in the USPTO, this letter agreement will create a legal and valid perfected lien upon and security interest in the Additional Trademark Collateral, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this letter agreement and perform its terms;

(e) To the best knowledge of the Company, each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

The Company hereby covenants and agrees with Agent that:

(a) The Company will maintain the quality of the products associated with the

Trademarks, at a level consistent with the quality at the time of this letter agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached to the Trademark Security Agreement as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the ordinary course of its business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of the Trademark Security Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the USPTO for each Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Rhode Island. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually-executed signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of page intentionally left blank - signature pages follow]*

If the terms of this letter agreement are acceptable to Agent, please evidence Agent's agreement by executing the enclosed copy of this letter.

Very truly yours,

**HENRY TECHNOLOGIES, INC.**

By: Chris Garver  
Name: Chris Garver  
Title: Chief Financial Officer

Accepted and agreed to  
as of January 1, 2008:

**TEXTRON FINANCIAL CORPORATION**, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

If the terms of this letter agreement are acceptable to Agent, please evidence Agent's agreement by executing the enclosed copy of this letter.

Very truly yours,

**HENRY TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to  
as of January 1, 2008:

**TEXTRON FINANCIAL CORPORATION**, as Agent

By: *Pamela D. Petrick*  
Name: *Pamela D. Petrick*  
Title: *Senior Account Executive*

**EXHIBIT A-1**

**UNITED STATES FEDERAL TRADEMARK APPLICATIONS**

<b>TRADE MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
GOLD SEAL	2,656,102	12/03/2002
LINEBACKER [DESIGN PLUS WORDS]	2,756,462	08/26/2003
MAGNI-CHECK [STYLIZED LETTERS]	2,468,206	07/10/2001
A-1	2,462,276	06/19/2001
A-2	2,400,793	10/31/2000
CAM-STAT [STYLIZED LETTERS]	2,553,100	03/26/2002
CAM-STAT	2,553,099	03/26/2002
A-1 COMPONENTS [DESIGN PLUS WORDS]	2,547,727	03/12/2002
FIN-COMB	2,530,214	01/15/2002
LINEBACKER	2,764,513	09/16/2003
A-1 COMPONENTS	2,527,879	01/08/2002

First Amendment to US Trademark Security Agreement (TextroHenry)