

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gardner Asphalt Corporation		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	75787221	LEAK STOPPER
Serial Number:	75787220	LEAK STOPPER
Serial Number:	75192371	AQUA-TEC
Registration Number:	2097027	PRE-KOTE XL REFLECTIVE COATING PRIMER/SEALER
Serial Number:	75422983	FENCE-POST
Registration Number:	2152462	STA-KOOL
Registration Number:	2176513	STA-KOOL
Registration Number:	0740474	STA-KOOL
Registration Number:	2153781	SYSTEM GOLD
Serial Number:	75313262	ALL-PRO
Registration Number:	2117488	PROLASTIC
Serial Number:	75470174	QUICK SILVER
Registration Number:	2061369	SUNBRITE
Serial Number:	74413475	ULTRA SEAL

CH \$465.00 75787221

Registration Number:	1816886	REPAVE
Registration Number:	2778895	PRO-GEL
Registration Number:	2549431	SUNWHITE
Registration Number:	2485129	SUNWHITE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1670041
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/13/2008

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 31st day of January, 2008, Gardner Asphalt Corporation, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 4161 East 7th Avenue, Tampa, Florida 33605, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor or assign to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GARDNER ASPHALT CORPORATION

By 
Name: Raymond T. Hyer, Jr.
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., AS AGENT

By _____
Name _____
Title _____

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

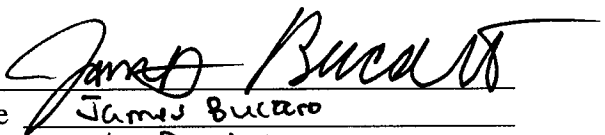
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GARDNER ASPHALT CORPORATION

By _____
Name: Raymond T. Hyer, Jr.
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., AS AGENT

By  _____
Name James Bucaro
Title Vice President

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

DESCRIPTION	REGISTRATION #
Leak Stopper™	75/787,221
Leak Stopper™	75/787,220
Aqua Tec™	75/192,371
PRE-KOTE XL REFLECTIVE COATING PRIMER/SEALER and Design®	2,097,027
Fence Post™	75/422,983
STA-KOOL and Design®	2,152,462
STA-KOOL and Design®	2,176,513
STA-KOOL®	740,474
System Gold™	2,153,781
All-Pro™	75/313,262
Pro-Lastic®	2,117,488
Quick Silver™	75,470,174
Sunbrite™	2,061,369
Ultra-Seal™	74/413,475
RePave™ and Repave®	1816886
Pro-Gel™	2778895
Sunwhite™	2549431
Sunwhite	2485129