

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXIA Incorporated		05/22/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Subordinated Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	branch of UBS AG:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1373789	AXIA	
Registration Number:	793165	AMES	
Registration Number:	804868	AMES	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029217-0096		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$90.00 1373789

Date:

06/02/2008

Total Attachments: 12

source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page1.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page2.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page3.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page4.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page5.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page6.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page7.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page8.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page9.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page10.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page11.tif
source=svu - Axia Subordinated Trademark Agmt_1404986_5_NY_2_#page12.tif

SUBORDINATED TRADEMARK SECURITY AGREEMENT

Subordinated Trademark Security Agreement (the "Trademark Security Agreement"), dated as of May 22, 2008, by AXIA Incorporated, a Delaware corporation (the "Borrower"), and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to an Amended and Restated Security Agreement, dated as of April 1, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Subordinated Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Subordinated Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, business names, trade names, or other indicia of origin or source identification and all registrations of and applications to register (other than intent-to-use applications for which a Statement of Use or Amendment to Allege Use has not been filed and accepted) the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), and any renewals thereof, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and, with respect thereto, including damages, claims, and payments for past, present or future infringements, dilutions, or other violations thereof, (iii) all other rights corresponding thereto throughout the world, and (iv) rights to sue for past, present and future infringements, dilutions, or other violations thereof, together with the goodwill of Pledgor's business relating thereto and symbolized thereby, and including but not limited to the applications and registrations referred to on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Subordinated Secured Parties pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in respect of the Subordinated Obligations

in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full satisfaction of the Subordinated Obligations or in connection with a release otherwise expressly permitted by the Loan Documents, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest (in each case, in respect of the Subordinated Obligations) in the Trademarks under this Trademark Security Agreement.

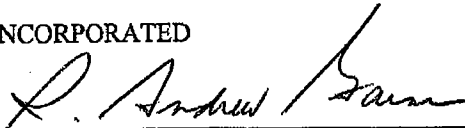
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

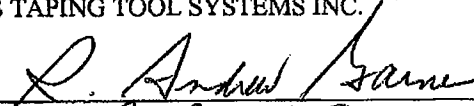
AXIA INCORPORATED

By:


Name: R. Andrew Gardner
Title: Cfo + Corp secretary.

AMES TAPING TOOL SYSTEMS INC.

By:


Name: R. Andrew Gardner
Title: Cfo + Corp. secretary.

[SUBORDINATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003787 FRAME: 0289

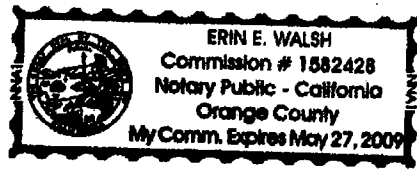
ACKNOWLEDGMENT OF GUARANTORS

STATE OF California
) ss.
COUNTY OF _____)

On this 21st day of May, 2008 before me personally appeared R. Andrew Garner
_____, and was proved to me on the basis of satisfactory
evidence to be the person who executed the foregoing instrument on behalf of the Guarantors,
who being by me duly sworn did depose and say that he is an authorized officer of said
corporation, that the said instrument was signed on behalf of said corporation as authorized by its
Board of Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Erin E. Walsh
Notary Public


{seal}




[SUBORDINATED TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Subordinated Collateral Agent

By: 
Name: David B. Julie
Title: Associate Director
Banking Products
Services, US

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

[SUBORDINATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003787 FRAME: 0291

SCHEDULE I
to
SUBORDINATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
USA	FEATHER-LITE	(8) Dry wall taping tools, namely, finishing knives, taping knives, sanding poles and mud pans	76/449,041; 09/13/2002	2781520; 11/11/2003	Registered; 11/11/2013 (Affidavit of Use due 11/11/2009)	Ames Taping Tool Systems Company
USA	BAZOOKA	(08) Hand-operated drywall taping tools, namely drywall tape applicators and drywall tape rollers	76/449,280; 09/13/2002	2797019; 12/23/2003	Registered; 12/23/2013 (Affidavit of Use due 12/23/2009)	Ames Taping Tool Systems Company
USA	TAPETECH	(08) Manually operated drywall taping tools in the nature drywall applicators	76/449,282; 09/13/2002	2785831; 11/25/2003	Registered; 11/25/2013 (Affidavit of use due 11/25/2009)	Ames Taping Tool Systems Company
USA	AMES LOGO	(07) Drywall taping machines; (8) Hand-held drywall taping tools, namely, block sanders, universal sanders knives and drywall hammers; (16) Instruction manuals; newsletters, publications and other promotional materials, namely brochures, price lists, and	76/449,287; 09/13/2002	2837824; 05/04/2004	Registered; 05/04/2014 (Affidavit of use due 05/04/2010)	Ames Taping Tool Systems Company

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
		updates related to the drywall industry; (19) Joint tape used in drywall and wallboard construction				
USA	MINIZOOKA	(08) Hand-operated drywall taping tools, namely drywall tape applicators and drywall tape rollers	76/449,286; 09/13/2002	2,797,020; 12/23/2003	Registered; 12/23/2013 (Affidavit of Use due 12/23/2009)	Ames Taping Tool Systems Company
USA	MAXIZOOKA	(08) Hand operated drywall tapers	76/449,042; 09/13/2002	2,816,307 02/24/2004	Registered; 02/24/2014 (Affidavit of Use due 02/24/2010)	Ames Taping Tool Systems Company
USA	AMES TAPING TOOL SYSTEMS CO. AND DESIGN	((35) - Retail store services for hand and power tools and supplies for drywall installation and finishing; (37) - Rental services of specialized drywall taping and finishing tools; (41) - Educational services – namely, providing instruction through video tapes and providing support instruction services for the drywall taping and finishing	76/449,288; 09/13/2002	2,777,588; 10/28/2003	Registered; 10/28/2013 (Affidavit of Use due 10/28/2009)	Ames Taping Tool Systems Company

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
		profession.				
USA	EASYCLEAN	(8) Hand operated drywall finishing tools	76/449,039; 09/13/2002	2,775,006; 10/21/2003	Registered; 10/21/2013 (Affidavit of Use due 10/21/2009)	Ames Taping Tool Systems Company
USA	MUDRUNNER	(07) Power operated hand tools, namely, corner drywall tape applicator	78/197,464; 12/23/2002	2,817,212 02/24/2004	Registered; 02/24/2014 (Affidavit of Use due 02/24/2010)	Ames Taping Tool Systems Company
USA	PREMIER INTERNATIONAL	(08) Manually operated drywall taping tools in the nature of drywall tape applicators	78/212,828; 02/10/2003	2,815,052; 02/17/2004	Registered; 02/17/2014 (Affidavit of Use due 02/17/2010)	Ames Taping Tool Systems Company
CANADA	BAZOOKA	(08) Drywall taping tools	581,061; 03/30/1987	337,979; 03/11/1988	Renewed; 03/11/2018	Ames Taping Tools of Canada Ltd.
CANADA	TAPETECH	(08) Hand powered automatic and non-automatic taping machines and attachments namely broadknives, long-armed joint compound dispensing tool, pumps for loading taping machines, screens, gaskets, o-rings, nylon seats, blades, cables, rollers for use in corners, finishers for use in corners, applicators used to distribute joint compound into interior angles, finishers	697,219; 01/15/1992	421,433; 12/24/1993	Registered; 12/24/2008	Ames Taping Tools of Canada Ltd.

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
		for use on flat surfaces, applicators used to lay joint compound on flat or surfaces and corner joints, extension pieces used to increase tool arm length, handles used to extend length of tools; hand-operated automatic and non-automatic drywall taping tools and component parts therefor, namely, broadknives, long-armed joint compound dispensing tool, pumps for loading taping machines, screens, gaskets, o-rings, nylon seats, blades, cables, rollers for use in corners, finishers for use in corners, applicators used to distribute joint compound into interior angles, finishers for use on flat surfaces, applicators used to lay joint compound on flat or surfaces and corner				

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
		joints, extension pieces used to increase tool arm length, handles used to extend length of tools				
AUSTRALIA	PREMIER INTERNATIONAL	(08) Hand tools and implements; drywall taping tools; parts and accessories for the aforementioned goods	949712; 04/08/2003	949712; 09/22/2003	Registered; 04/08/2013	Ames Taping Tool Systems Company
EUROPEAN COMMUNITY	PREMIER INTERNATIONAL	(08) Drywall taping tools	3055449; 02/14/2003	3055449; 11/03/2004	Registered; 02/14/2013	Ames Taping Tool Systems Company
NEW ZEALAND	PREMIER INTERNATIONAL	(08) Drywall taping tools	673949; 02/10/2003	673949; 08/14/2003	Registered; 02/10/2010	Ames Taping Tool Systems Company
European Union	TAPETECH	(08) Drywall taping tools and parts and accessories therefor	4928628 02/23/06	4928628 04/10/07	Registered 02/23/2016	Axia Incorporated

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
USA	AXIA	(17) Packaging tape	73/538,275; 05/17/1985	1373789 12/03/1985	Registered; 12/03/2005	Axia Incorporated
USA	AMES	(19) Tape used in wallboard construction, and drywall outlet reinforcement	72/188,714; 03/16/1964	793,165; 07/27/1965	Renewed; 07/27/2015	Axia Incorporated
USA	AMES	(37) Rental of automatic taping machines used in taping and finishing gypsum drywall joints to the construction industry, and specially designed corner rollers, corner	72/188,071; 03/06/1964	804,868; 03/01/1966	Renewed; 03/01/2016	Axia Incorporated

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date	Owner
		finishers, flat finishers, corner and flat applicators, nail spotters, mastic spreaders and loading pumps used therewith				
USA	Xtender	(08) Handles for hand-operated drywall finishing tools	78/910,571 06/16/2006	3354668/ 12/11/2007	Registered, 12/11/2017 (Affidavit of use due 12/11/2013)	Ames Taping Tool Systems, Inc.
USA	SkySwiper	(08) Drywall finishing tools.	77/399,287 02/18/2008		Pending	Ames Taping Tool Systems, Inc.
USA	Power Assist	(08) Hand tools, namely, drywall flat finisher	78/910,553 06/16/2006		Published 9/18/2007, (Statement of Use/ 1 st extension due 06/11/2008)	Ames Taping Tool Systems, Inc.
CANADA	EASYCLEAN	(08) Pump used in connection with drywall taping tools	655,156; 04/12/1990	405,131; 11/20/1992	Registered; 11/20/2022	Axia Incorporated
CANADA	EASYCLEAN	(08) Hand-powered automatic and non-automatic drywall taping tools and a hand-operated pump used in connection with the drywall taping tools; hand-operated drywall finishing tools	703,367; 04/22/1992	427,787; 05/27/1994	Registered; 05/27/2009	Axia Incorporated

SCHEDULE II
to
SUBORDINATED TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Ames Taping Tool Systems Inc.	3305 Breckinridge Blvd, Suite 122 Duluth, GA 30096