

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Subordinated Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ames Taping Tool Systems Inc. dba Ames Taping Tool Systems Company | | 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2559813 | AMES MONSTER MESH | |
| Registration Number: | 2199221 | TAPEMASTER | |
| Registration Number: | 3354668 | XTENDER | |
| Serial Number: | 77399287 | SKYSWIPER | |
| 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 | | |

OP \$115.00 2559813

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 06/17/2008 |

Total Attachments: 13

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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.

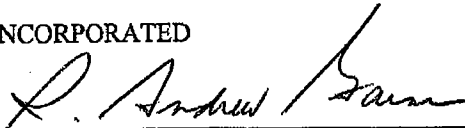
[signature page follows]

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,

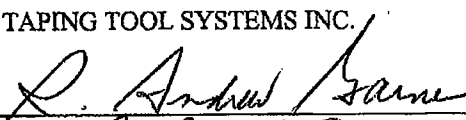
AXIA INCORPORATED

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: 003797 FRAME: 0758

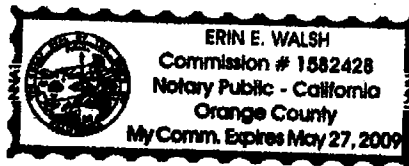
ACKNOWLEDGMENT OF GUARANTORS

STATE OF California
COUNTY OF _____) ss.

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}

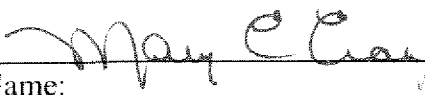


[SUBORDINATED TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Subordinated Collateral Agent

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

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

SCHEDULE I
to
SUBORDINATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

| Country | Mark | Class | Serial #/ Filing Date | Reg. #/ Issue Date | Status/Expira tion 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 | 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/Expira tion Date | Owner |
|---------|---|--|---------------------------|--------------------------|--|----------------------------------|
| | | brochures, price lists, and 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 | 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/Expira tion Date | Owner |
|---------|-------------------------------|--|---------------------------|--------------------------|--|--|
| | | drywall taping and finishing 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 | AMES MONSTER MESH & DESIGN | (08) Drywall finishing tools, namely mesh tapers | 75/903,553; 01/26/2000 | 2,559,813; 04/09/2002 | Registered; 04/09/2012 (Affidavit of Use due 04/09/2008) | 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, | 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/Expira tion Date | Owner |
|---------|------|---|--------------------------|-----------------------|----------------------------|-------|
| | | 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 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 | | | | |

| Country | Mark | Class | Serial #/ Filing Date | Reg. #/ Issue Date | Status/Expira tion 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 | | | | |
| 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 |
| USA | TAPEMASTER | (08) Hand-operated drywall taping and finishing tools, namely, automatic taper, finisher, angle applicator, angle roller, angle head, adjustable angle head, angle head handle, flat box, box handle, nail spotter, loading pump, corner finisher and finisher handle | 75/137,089; 07/22/1996 | 2,199,221; 10/27/1998 | Registered; 10/27/2008 | Ames Taping Tool Systems Inc. |
| European Union | TAPETECH | (08) Drywall taping tools and parts and | 4928628 02/23/06 | 4928628 04/10/07 | Registered 02/23/2016 | Axia Incorporated |

| Country | Mark | Class | Serial #/ Filing Date | Reg. #/ Issue Date | Status/Expira tion Date | Owner |
|---------|------|-------------------------|--------------------------|-----------------------|----------------------------|-------|
| | | accessories therefor | | | | |

| 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 | Cancelled; 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 | (08) Automatic and non-automatic taping machines and attachments therefore, namely, corner rollers, corner finishers, flat finishers, corner and flat applicators, nail spotters, mastic spreaders, loading pumps, block sanders, universal sanders, plastic and metal taper pans and replacement blades therefore, knives, scrapers, trowels, hawks, inside and outside corner tools, tape and pan holders, mud beaters, general purpose mixers adapted to be driven by power drills, and saws | 72/188,070; 03/06/1964 | 804,603; 03/01/1966 | Renewed; 03/01/2016 | Axia Incorporated |
| USA | AMES | (37) Rental of automatic taping machines used in taping and finishing gypsum drywall joints to the | 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 |
|---------|--------------|---|--------------------------|------------------------|--|--------------------------------------|
| | | construction industry, and specially designed corner rollers, corner 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/ 2 nd extension due 12/11/2008) | 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 |