

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
Stone Suppliers, Inc.		07/17/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	910 Louisiana Street, 4th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3269887	COUNTER EDGE	
Registration Number:	2606076	US STONE	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455300		
Email:	jmuennink@winstead.com		
Correspondent Name:	Cathryn A. Berryman c/o Winstead PC		
Address Line 1:	P. O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	3134-1352		
NAME OF SUBMITTER:	Cathryn A. Berryman		
Signature:	/Cathryn A. Berryman/		
Date:	08/01/2008		

CH \$65.00 3269887

Total Attachments: 7

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NOTICE OF SECURITY INTEREST IN PATENTS AND/OR TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN PATENTS AND/OR TRADEMARKS (this "Agreement") is entered into as of July 17, 2008, among C & C North America, Inc., a Delaware corporation, Stone Suppliers, Inc., a Minnesota corporation, and Entogy, LLC, a Minnesota limited liability company (collectively, the "Grantors") and Comerica Bank, a Texas banking association, as agent (in such capacity, the "Agent") for itself and each lender that is a party to the Credit Agreement defined below (the "Lenders").

RECITALS:

A. C & C North America, Inc., a Delaware corporation (the "Borrower"), Agent, and the Lenders entered into that certain Revolving Credit Loan Agreement, dated as of July 17, 2008 (as has been or may be, amended, modified, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Borrower, the Grantors, and the Agent have entered into that certain Security Agreement dated as of July 17, 2008 (as the same has been or may be amended, modified, supplemented or restated from time to time, the "Security Agreement") pursuant to which each Grantor has granted to the Agent for the benefit of itself and the Lenders a lien on and security interest in certain Trademarks and Patents described therein. "Patents" as used herein, shall mean all patents in any and all forms, and applications for patents, including but not limited to the patents and patent applications listed on Schedule 1 attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof. "Trademarks" as used herein, shall mean all trademarks in any and all forms, and applications for trademark, including but not limited to the trademarks and trademark applications listed on Schedule 1 attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

C. It is a condition to the Agent's and the Lenders' obligations under the Credit Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Patents and Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Indebtedness (as defined in the Security Agreement) owing by the Grantors, each Grantor hereby grants to the Agent a security interest in all of such Grantor's right, title and interest in and to the Patents and Trademarks, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. Miscellaneous. This Agreement cannot be altered, amended, modified or supplemented in any way, except by a writing signed by Grantors and Agent. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no Grantor may delegate or assign any of its duties or obligations under this Agreement without the prior written consent of the Agent. THE AGENT RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.

D. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND SUCH GRANTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN THE AGENT AND ANY GRANTOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN TEXAS, HAVING JURISDICTION UNLESS THE AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

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Schedule 1

PATENTS

TITLE	SERIAL NO./ APPLICATION NO.	REGISTRATION /APPLICATION DATE	OWNER
	11/839,635	8/17/2007	Entogy, LLC

TRADEMARKS

TITLE	SERIAL NO./ APPLICATION NO.	REGISTRATION /APPLICATION DATE	OWNER
COUNTER EDGE®	3269887	7/24/07	Stone Suppliers, Inc.
US STONE®	2606076	8/6/02	Stone Suppliers, Inc.
ECO™	77425185	3/18/08	C & C North America, Inc. d/b/a Cosentino North America
LAVINA™	77441681	4/7/08	C & C North America, Inc. d/b/a Cosentino North America
UGLY BATH	77038134	11/7/06	C & C North America, Inc.
UGLY KITCHEN	77038133	11/7/06	C & C North America, Inc.
AVANZA®	2724548	6/10/03	C & C North America, Inc., successor by merger with Tacom, L.P.
LEATHER™	3388845	2/26/08	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Cosentino U.S.A. Tacom Management Corporation
PROTECTOR +™	78923679	7/6/06	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Cosentino U.S.A. Tacom Management Corporation
PURE BRILLIANCE®	3206753	2/6/07	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Tacom Management Corporation
SENGUARD™	77000471	9/15/06	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Cosentino U.S.A. Tacom Management Corporation

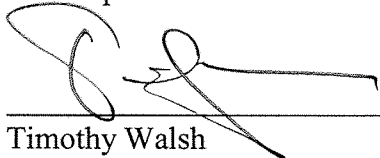
TITLE	SERIAL NO./ APPLICATION NO.	REGISTRATION /APPLICATION DATE	OWNER
SENSA®	3189042	12/26/06	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Cosentino U.S.A. Tacom Management Corporation
Designed "S" mark (old "S")	3386383	2/19/08	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Tacom Management Corporation
THE CLEANER KITCHEN®	3131463	8/15/06	C & C North America, Inc., successor by merger with Tacom, L.P. d/b/a Cosentino U.S.A. Tacom Management Corporation
MARLIQUE™	77021077	10/13/06	C & C North America, Inc.
VENTANA BATH®	3277182	8/7/07	C & C North America, Inc.
	3277194	8/7/07	C & C North America, Inc.

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IN WITNESS WHEREOF, the Grantors and the Agent have executed this Agreement by their duly authorized officers as of the date first above written.

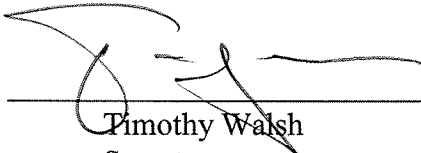
GRANTORS:

C & C NORTH AMERICA, INC.,
a Delaware corporation

By: 

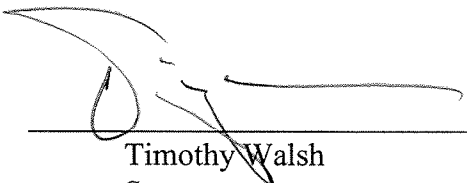
Timothy Walsh
Secretary

STONE SUPPLIERS, INC.,
a Minnesota corporation

By: 

Timothy Walsh
Secretary

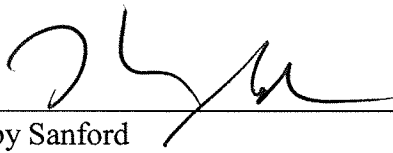
ENTOGY, LLC
a Minnesota limited liability company

By: 

Timothy Walsh
Secretary

AGENT:

COMERICA BANK,
as the Agent

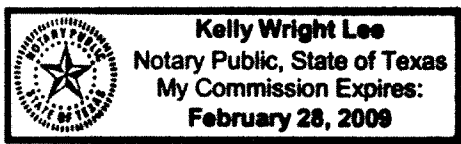
By: 

Kirby Sanford
Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Timothy Walsh, the Secretary of C & C North America, Inc., a Delaware corporation, on behalf of the corporation.

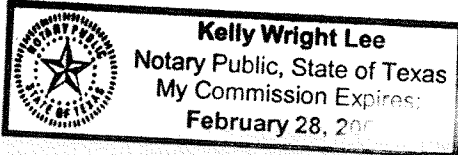
Kelly Wright Lee
Notary Public
In and for the State of Texas
My Commission Expires: _____



STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Timothy Walsh, the Secretary of Stone Suppliers, Inc., a Minnesota corporation, on behalf of the corporation.

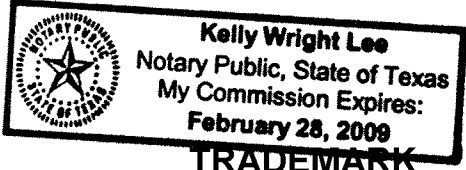
Kelly Wright Lee
Notary Public
In and for the State of Texas
My Commission Expires: _____



STATE OF TEXAS)
)
COUNTY OF HARRIS)

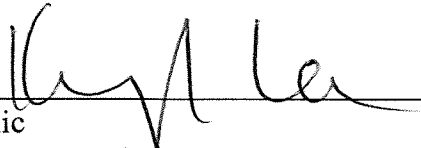
The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Timothy Walsh, the Secretary of Entogy, LLC, a Minnesota limited liability company, on behalf of the company.

Kelly Wright Lee
Notary Public
In and for the State of Texas
My Commission Expires: _____



STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Kirby Sanford, a Vice President of Comerica Bank, a Texas banking association, as Agent, on behalf of such association.



Notary Public
In and for the State of Texas
My Commission Expires: _____

