

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
D.S.B. Operating Corp.		08/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Centerfield Capital Partners, II, L.P.
Street Address:	3030 Market Tower
Internal Address:	10 West Market
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	RGA Reinsurance Company
Street Address:	1370 Timberlake Parkway
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2104782	DELASTIC
Registration Number:	1518915	DELCRETE
Registration Number:	2747531	EXODERMIC
Registration Number:	2879486	EXODERMIC
Registration Number:	2062964	STEELFLEX

CORRESPONDENCE DATA

900114777

TRADEMARK
REEL: 003843 FRAME: 0640

CH \$140.00 2104782

Fax Number: (312)984-7700

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

Phone: 312.372.2000

Email: chicago_ip_docket@mwe.com, thines@mwe.com,
kwalsh@mwe.com

Correspondent Name: McDermott Will & Emery LLP

Address Line 1: 227 West Monroe Street

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

83108-011

NAME OF SUBMITTER:

Tiffini D.S. Hines

Signature:

/Tiffini D.S. Hines/

Date:

08/27/2008

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 25th day of August, 2008, by and among D.S.B. OPERATING CORP., an Illinois corporation, having its principal place of business at 250 Parkway Drive, Suite 120, Lincolnshire, Illinois 60069 ("**Borrower**"), and CENTERFIELD CAPITAL PARTNERS II, L.P., a Delaware limited partnership, having its principal place of business at 3030 Market Tower, 10 West Market, Indianapolis, Indiana 46204 ("**Centerfield**"), and RGA REINSURANCE COMPANY, a Missouri corporation, having its principal place of business at 1370 Timberlake Parkway, Chesterfield, Missouri 63017 ("**RGA**", together with Centerfield, "**Lenders**" and, each, a "**Lender**").

WITNESSETH

WHEREAS, Lenders, Borrower, and D.S.B. Holding Corp., a Delaware corporation, are parties to that certain Senior Subordinated Notes and Share Purchase Agreement, dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended, restated, modified or supplemented and in effect from time to time, the "**Loan Documents**"), which Loan Documents provide: (i) for Lenders' purchase of certain subordinated notes; and (ii) for the grant by Borrower to Lenders of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities and Obligations, Borrower hereby grants each Lender, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now-owned or existing and hereafter-acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith in the United States Patent and Trademark Office ("**USPTO**") or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and any applicable renewals thereof, and all income, royalties, proceeds, damages

and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to each Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities and Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Borrower shall not, without the prior written consent of Lenders, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lenders under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks and federal applications for registration of Trademarks (other than "intent to use" applications, until a verified statement of use is filed with respect to such applications) now owned by Borrower before the USPTO and around the world. If, before Borrower's Liabilities and Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Borrower shall: (i) become aware of any existing Trademarks of which Borrower has not previously informed Lenders; or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lenders prompt written notice thereof. Borrower hereby authorizes Lenders to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and Obligations and the termination of the Loan Documents. Borrower agrees that upon the occurrence of an Event of Default, the use by Lenders of all Trademarks shall be without any liability whatsoever, including without limitation any liability for royalties or other related charges from Lenders to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially-reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lenders, or a conservator appointed by Lenders, shall have the right to establish such additional product-quality controls as Lenders, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and Obligations and termination of the Loan Documents, Lenders shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents

9. Expenses. All expenses incurred in connection with the performance and enforcement of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lenders in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities and/or Obligations.

10. Duties of Borrower. Borrower shall have the duty: (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities and Obligations shall have been paid in full and the Loan Documents have been terminated; (ii) to preserve and maintain all rights in the Trademarks; and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Lenders' Right to Sue. Upon the occurrence of an Event of Default, Lenders shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks and, if Lenders shall commence any such suit, Borrower shall, at the request of Lenders, do any and all lawful acts and execute any and all proper documents required by Lenders in aid of such enforcement and Borrower shall, upon demand, reimburse and indemnify Lenders for all costs and expenses incurred by Lenders in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and either Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or

privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Centerfield, on behalf of itself and as agent for RGA and any officer or agent thereof, upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of either Lender as Centerfield may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lenders in the use of the Trademarks; (ii) take any other actions with respect to the Trademarks as Lenders deems to be in the best interest of Lenders; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities and Obligations shall have been paid in full and the Loan Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lenders under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Indiana.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lenders, their respective successors, nominees and assigns. The Borrower may not sell, assign or transfer this Security Agreement or any portion hereof.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lenders shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

21. SUBORDINATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO LENDERS PURSUANT TO THIS SECURITY AGREEMENT OR ANY OTHER DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY LENDERS HEREUNDER OR UNDER ANY OTHER DOCUMENT ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED OF EVEN DATE HERewith, (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "**INTERCREDITOR AGREEMENT**"), AMONG D.S.B. OPERATING CORP., AS BORROWER, D.S.B. HOLDING CORP., AS GUARANTOR, MB FINANCIAL BANK, N.A., AS SENIOR LENDER, AND CENTERFIELD AND RGA, AS SUBORDINATED CREDITORS (AND CERTAIN OTHER PERSONS THAT MAY BECOME PARTY THERETO FROM TIME TO TIME). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT, THIS SECURITY AGREEMENT AND ANY OTHER DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL WITH RESPECT TO ANY RIGHT OR REMEDY.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Second Lien Trademark Security Agreement as of the date first written above.

D.S.B. OPERATING CORP.

By: *Gregroy Greenberg*

Printed: Gregroy Greenberg

Title: Vice President

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this _____ day of August, 2008.

Paula Ann Newton
Signature

Paula Ann Newton
Printed

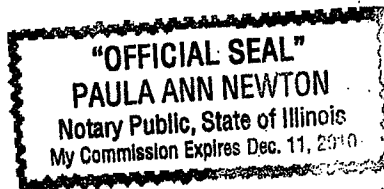
Notary Public

My Commission Expires:

Dec. 11, 2010

County of Residence:


Cook



Agreed and Accepted
As of the Date First Written Above

CENTERFIELD CAPITAL PARTNERS II, L.P.,
a Delaware limited partnership

By: Centerfield Capital Partners II, LLC, as General
Partner

By: 
D. Scott Lutzke, Manager and Member

RGA REINSURANCE COMPANY

By: _____

Printed: _____

Title: _____

Agreed and Accepted
As of the Date First Written Above

CENTERFIELD CAPITAL PARTNERS II, L.P.,
a Delaware limited partnership

By: Centerfield Capital Partners II, LLC, as General
Partner

By: _____
D. Scott Lutzke, Manager and Member

RGA REINSURANCE COMPANY

By: _____

Printed: _____

Title: Sr. VP & Chief Investment Officer

SCHEDULE A

TRADEMARK REGISTRATION AND APPLICATIONS

<u>Trademark</u>	<u>Registration No./ Application No.</u>	<u>Status</u>	<u>Filed/Issued</u>
DELASTIC	2104782	Active	10/14/1997
DELCRETE	1518915	Active	04/28/1994
EXODERMIC	2747531	Active	08/05/2003
EXODERMIC	2879486	Active	08/31/2004
STEELFLEX	2062964	Active	05/20/1997