

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
Cooley Group Holdings, Inc.		09/30/2008	CORPORATION: DELAWARE
Cooley, Incorporated		09/30/2008	CORPORATION: RHODE ISLAND
RISC, LLC		09/30/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	70 E. 55th Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1542594	4 IN 1	
Registration Number:	2385362	ARMOR SHELL	
Serial Number:	77318803	ARMORSEAL	
Registration Number:	3153948	C3	
Registration Number:	1650771	C3	
Registration Number:	2934462	COOL	
Registration Number:	2905583	COOLEY	
Registration Number:	1595450	COOLEY BRITE	
Registration Number:	1588430	COOLEY MAGIC	
Registration Number:	3189721	COOLEY/GROUP	

OP \$790.00 1542594

900117451

TRADEMARK
REEL: 003862 FRAME: 0872

Registration Number:	2037161	COOLEY-LITE
Registration Number:	2030369	COOLFLEX
Registration Number:	2870249	COOLGRIP
Registration Number:	1715875	COOLGUARD
Registration Number:	2880105	COOLMASK
Registration Number:	2537626	COOLMESH
Registration Number:	3422172	COOLPRO
Serial Number:	77525840	COOLSHIELD
Registration Number:	1675104	COOLTHANE
Registration Number:	2933686	COOLTRANS
Serial Number:	77470215	ENVIROFLEX
Serial Number:	78612952	EVOLUTION
Registration Number:	1571007	FIRST FACE
Registration Number:	2515367	ILLUSIONS
Registration Number:	3154083	ILLUSIONS
Registration Number:	1853082	RAM
Serial Number:	77318808	STORMFLEX
Registration Number:	2357520	TXN
Registration Number:	3081028	WEATHERTYTE
Registration Number:	3158318	WEATHERTYTE
Registration Number:	3159327	WHERE CHEMISTRY MAKES THE DIFFERENCE

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000
 Email: kschoff@choate.com
 Correspondent Name: Choate, Hall & Stewart LLP
 Address Line 1: Two International Place
 Address Line 2: Kell L. Schoff
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2008486-0002
NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	10/01/2008

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2008, is entered into by and among **COOLEY GROUP HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), **COOLEY, INCORPORATED.**, a Rhode Island corporation ("**Cooley**"), **RISC, LLC**, a Delaware limited liability company ("**RISC**") (Holdings, Cooley and RISC, each a "**Grantor**" and, collectively, the "**Grantors**"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the benefit of the Lenders (hereinafter, together with its successors and assigns, including any successor administrative agent for the Lenders, the "**Agent**").

Statement of Facts

A. Pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof among the Grantors, the several financial institutions from time to time party to the Credit Agreement as Lenders thereunder, and the Agent (as amended, amended and restated, modified, or supplemented and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make Advances and other extensions of credit to the Grantors.

B. In order to induce the Lenders to make Advances and other extensions of credit to the Grantors upon the terms and subject to the conditions contained in the Credit Agreement, the Grantors have agreed to grant to the Agent, for the benefit of the Lenders, continuing security interests in and Liens upon all Intellectual Property, as defined hereafter, of the Grantors in order to secure all of the Obligations.

C. Upon the terms contained in the Credit Agreement, the Grantors have agreed to execute and deliver to the Agent, for the benefit of the Lenders, this Intellectual Property Security Agreement, which is supplemental to the Credit Agreement and shall constitute an Other Document thereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors jointly and severally hereby absolutely, unconditionally and irrevocably agree with the Agent as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "**Intellectual Property**" shall mean all of the rights, title and interests of the Grantors in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks and all Mark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantors connected with the use of, or otherwise symbolized by, each Mark, Mark license, Patent, Patent license, Copyright and Copyright license;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantors against third parties for past, present or future (A) infringement or dilution of any Mark or any Mark licensed under any Mark license, (B) injury to any goodwill associated with any Mark or any Mark licensed under any Mark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) misappropriation, infringement or violation of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** shall have the meaning given to such term in the Statement of Facts above.

(c) **“UCC”** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in The Commonwealth of Massachusetts.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantors hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property.

3. **Representations and Warranties; Covenants.** The Grantors represent and warrant to the Agent that, as of the Closing Date, the Grantors do not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office, the United States Copyright Office and any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions (and Agent is hereby empowered and authorized to so record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions), and the filing of appropriate financing statements in the State of organization or formation of the applicable Grantor, perfected Liens in favor of the Agent on, the Grantors' Marks, Patents, and Copyrights. The Grantors hereby covenant and agree that promptly upon the acquisition by, registration of, issuance to or filing by Grantors of any new registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, Grantors shall promptly deliver written notice of such event to Agent, which such notice shall include an amended and restated Schedule I, Schedule II and Schedule III (as applicable). All such newly acquired, registered, issued and/or filed Intellectual Property shall automatically become part of the Intellectual Property hereunder, and Agent shall be empowered and authorized to record a further copy of this Intellectual Property Security Agreement together with such amended and restated Schedule I, Schedule II and Schedule III (as applicable) with the United States Patent and Trademark Office, the United States Copyright Office and/or any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions without further consent of or signatures from Grantors, and there shall be no need to re-execute, amend or restate this Intellectual Property Security Agreement in connection therewith.

4. **Credit Agreement.** The security interests and Liens granted by the Grantors to the Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with, and as a supplement to, the security interests and Liens granted by the Grantors to the Agent pursuant to the Credit Agreement and the Other Documents, and are not intended in any way to limit such security interests and Liens under the Credit Agreement and the Other Documents. The rights and remedies of Agent under this Intellectual Property Security Agreement, the Credit Agreement, the Other Documents and under Applicable Law (including the UCC) with respect to the Intellectual Property shall be cumulative and not alternative, and the exercise of any such

rights or remedies shall not preclude the exercise of any other such rights or remedies, all of which may be exercised independently, in such order and from time to time, all as Agent may elect in its discretion.

5. **Additional Grantors.** Any Guarantor (“**Additional Grantors**”) may from time to time hereafter become party to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Intellectual Property Security Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Agent, and there shall be no need to re-execute, amend or restate this Intellectual Property Security Agreement in connection therewith. Upon such execution and delivery of this Intellectual Property Security Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have granted the security interests and Liens in its Intellectual Property and to have made the representations and warranties set forth in this Intellectual Property Security Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Intellectual Property Security Agreement as of the date hereof, and the Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantors for liquidation or reorganization, should the Grantors become insolvent or make an assignment for the benefit of any creditor or creditors should a receiver or trustee be appointed for all or any significant part of the Grantors’ assets or should any other event or circumstance of the types described in Section 10.7, 10.8 or 10.9 of the Credit Agreement occur with respect to Grantors, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination; Release.** Notwithstanding any contrary term contained in Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon indefeasible payment in full in cash of all of the Obligations and termination of the Credit

Agreement and any and all commitments of any Lender to make Advances or otherwise extend credit to Grantors thereunder. Upon any termination of the Liens created hereunder in accordance with the foregoing sentence, the Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby.

9. **Power of Attorney.** Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns (including any successor administrative agent for Lenders), and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any supplement to this Intellectual Property Security Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property of Grantors provided for herein and (ii) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale, license or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, sell, transfer title in, license or otherwise dispose of any of the Intellectual Property of such Grantor, and in each case under clauses (i) or (ii) to file with the United States Patent and Trademark Office, the United States Copyright Office and/or any analogous governmental or administrative agencies in all applicable international and foreign jurisdictions in the name of and on behalf of such Grantor any such supplements, agreement, document, instrument, assignment or bill of sale executed by Agent, its successors and assigns (including any successor administrative agent for Lenders), and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

10. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE AGENT AND EACH GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR OTHER DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND**

BY THE PROVISIONS SET FORTH IN SECTION 12.3 AND SECTION 16.1 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

11. **Expenses.** In the event that the Grantors shall fail to comply with the provisions of this Intellectual Property Security Agreement or any Other Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Agent.

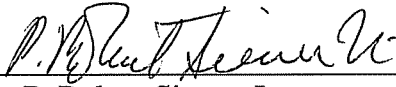
12. **Delivery by Facsimile or Electronic Mail.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile or electronic mail shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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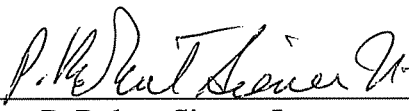
IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

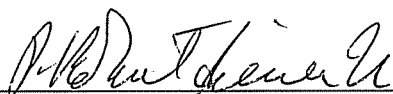
COOLEY GROUP HOLDINGS, INC.

By: 
Name: P. Robert Siener, Jr.
Title: Chairman and Chief Executive Officer

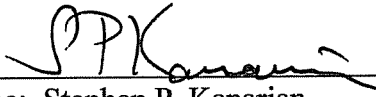
COOLEY, INCORPORATED

By: 
Name: P. Robert Siener, Jr.
Title: Chairman and Chief Executive Officer

RISC, LLC

By: 
Name: P. Robert Siener, Jr.
Title: Manager

ADMINISTRATIVE AGENT:
PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Stephen P. Kanarian
Title: Senior Vice President

Schedule I
Trademarks; Trademark Licenses

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
4 IN 1	United States	Registered	73/761199	1542594	Cooley Group Holdings, Inc.
ARMOR SHELL	United States	Registered	75/760682	2385362	Cooley Group Holdings, Inc.
ARMORSEAL	United States	Pending	77/318803		Cooley Group Holdings, Inc.
C3	United States	Registered	78/751160	3153948	Cooley Group Holdings, Inc.
C3 & Design	United States	Registered	74/088191	1650771	Cooley Group Holdings, Inc.
COOL	Canada	Registered	1219079	TMA640687	Cooley Group Holdings, Inc.
	Czech Republic	Registered	197626	267506	Cooley Group Holdings, Inc.
	European Union	Registered	3490786	3490786	Cooley Group Holdings, Inc.
	Hong Kong	Registered	300221002	300221002	Cooley Group Holdings, Inc.
	Taiwan	Registered	093024432	1161338	Cooley Group Holdings, Inc.
	United States	Registered	76/566129	2934462	Cooley Group Holdings, Inc.
COOLEY	Brazil	Registered	826051278	826051278	Cooley Group Holdings, Inc.
	Brazil	Registered	826051260	826051260	Cooley Group Holdings, Inc.
	Canada	Pending	1183961		Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
	China (People's Republic of)	Registered	4081134	4081134	Cooley Group Holdings, Inc.
	China People's Republic Of)	Registered	4081136	4081136	Cooley Group Holdings, Inc.
	Czech Republic	Registered	266095	266095	Cooley Group Holdings, Inc.
	European Union	Registered	2598365	2598365	Cooley Group Holdings, Inc.
	European Union	Registered	6266291	6266291	Cooley Group Holdings, Inc.
	Hong Kong	Registered	300822843	300822843	Cooley Group Holdings, Inc.
	Hong Kong	Registered	300220995	300220995	Cooley Group Holdings, Inc.
	Mexico	Registered	536746	776830	Cooley Group Holdings, Inc.
	Mexico	Pending	880678		Cooley Group Holdings, Inc.
	Russian Federation	Pending	2007-710818		Cooley Group Holdings, Inc.
	Russian Federation	Registered	2003721415	274477	Cooley Group Holdings, Inc.
	South Korea	Pending	2007-48037		Cooley Group Holdings, Inc.
	South Korea	Registered	2004/24310	0623075	Cooley Group Holdings, Inc.
	Taiwan	Registered	093024433	1161339	Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
	Taiwan	Registered	093024434	1156243	Cooley Group Holdings, Inc.
	United States	Registered	76/471312	2905583	Cooley Group Holdings, Inc.
COOLEY BRITE	Lesotho	Registered	LS/M/99/00246	LS/M/99/00246	Cooley Group Holdings, Inc.
	Mexico	Registered	175098	443969	Cooley Group Holdings, Inc.
	Mozambique	Registered	674/99	674	Cooley Group Holdings, Inc.
	Swaziland	Registered	269/99	269/99	Cooley Group Holdings, Inc.
	United States	Registered	73/760654	1595450	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	870/99	870/99	Cooley Group Holdings, Inc.
COOLEY BRITE II	Lesotho	Registered	LS/M/99/00247	LS/M/99/00247	Cooley Group Holdings, Inc.
	Mozambique	Registered	671/99	671	Cooley Group Holdings, Inc.
	Mozambique	Registered	672/99	672	Cooley Group Holdings, Inc.
	Swaziland	Registered	270/99	270/99	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	872/99	872/99	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	871/99	871/99	Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
COOLEY GROUP	Canada	Registered	1183962	TMA718527	Cooley Group Holdings, Inc.
	European Union	Registered	2597920	2597920	Cooley Group Holdings, Inc.
	Mexico	Registered	536748	776831	Cooley Group Holdings, Inc.
	Mexico	Registered	536747	745497	Cooley Group Holdings, Inc.
COOLEY MAGIC	United States	Registered	73/761201	1588430	Cooley Group Holdings, Inc.
COOLEY SOUTH AFRICA	Lesotho	Registered	LS/M/99/00244	LSM/99/00244	Cooley Group Holdings, Inc.
	Mozambique	Registered	669/99	669	Cooley Group Holdings, Inc.
	Mozambique	Registered	670/99	670	Cooley Group Holdings, Inc.
	Swaziland	Registered	267/99	267/99	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	868/99	868/99	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	867/99	867/99	Cooley Group Holdings, Inc.
COOLEY GROUP	United States	Registered	76/471426	3189721	Cooley Group Holdings, Inc.
COOLEY-LITE	United States	Registered	75/075966	2037161	Cooley Group Holdings, Inc.
COOLFLEX	Lesotho	Registered	LS/M/99/00245	LS/M/99/00245	Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
	Mozambique	Registered	673/99	673	Cooley Group Holdings, Inc.
	Swaziland	Registered	268/99	268/99	Cooley Group Holdings, Inc.
	United States	Registered	75/073545	2030369	Cooley Group Holdings, Inc.
	Zimbabwe	Registered	869/99	869/99	Cooley Group Holdings, Inc.
COOLGRIP	United States	Registered	76/471147	2870249	Cooley Group Holdings, Inc.
COOLGUARD	United States	Registered	74/168984	1715875	Cooley Group Holdings, Inc.
COOLMASK	United States	Registered	76/480499	2880105	Cooley Group Holdings, Inc.
COOLMESH	Canada	Registered	1050387	TMA567043	Cooley Group Holdings, Inc.
	European Union	Registered	1555515	1555515	Cooley Group Holdings, Inc.
	Mexico	Registered	415379	778503	Cooley Group Holdings, Inc.
	Mexico	Registered	579535	861165	Cooley Group Holdings, Inc.
	United States	Registered	75/797116	2537626	Cooley Group Holdings, Inc.
COOLPRO	United States	Registered	77/257912	3422172	Cooley Group Holdings, Inc.
COOLSHIELD	Canada	Pending	1403979		Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
	European Union	Pending	7078199		Cooley Group Holdings, Inc.
	Mexico	Pending	950308		Cooley Group Holdings, Inc.
	Mexico	Pending	950309		Cooley Group Holdings, Inc.
	United States	Pending	77/525840		Cooley Group Holdings, Inc.
COOLTHANE	United States	Registered	74/060173	1675104	Cooley Group Holdings, Inc.
COOLTRANS	United States	Registered	76/480931	2933686	Cooley Group Holdings, Inc.
ENVIROFLEX	Canada	Pending	1395205		Cooley Group Holdings, Inc.
	Mexico	Pending	933545		Cooley Group Holdings, Inc.
	United States	Pending	77/470215		Cooley Group Holdings, Inc.
EVOLUTION	United States	Pending	78/612952		Cooley Group Holdings, Inc.
FIRST FACE	United States	Registered	73/761200	1571007	Cooley Group Holdings, Inc.
ILLUSIONS	Canada	Registered	1122846	TMA607791	Cooley Group Holdings, Inc.
	European Union	Registered	4588571	4588571	Cooley Group Holdings, Inc.
	Mexico	Registered	518937	744594	Cooley Group Holdings, Inc.

Trademarks:

Mark	Jurisdiction	Status	Application Number	Registration Number	Owner
	United States	Registered	76/259211	2515367	Cooley Group Holdings, Inc.
ILLUSIONS (and Design)	United States	Registered	78/758368	3154083	Cooley Group Holdings, Inc.
RAM	United States	Registered	74/347521	1853082	Cooley Group Holdings, Inc.
STORMFLEX	United States	Pending	77/318808		Cooley Group Holdings, Inc.
TXN	European Union	Registered	1466028	1466028	Cooley Group Holdings, Inc.
	United States	Registered	75/759417	2357520	Cooley Group Holdings, Inc.
WEATHERTYTE	Canada	Registered	1258313	TMA665623	Cooley Group Holdings, Inc.
	European Union	Registered	4588588	4588588	Cooley Group Holdings, Inc.
	Mexico	Registered	733853	939769	Cooley Group Holdings, Inc.
	United States	Registered	78/566784	3081028	Cooley Group Holdings, Inc.
WEATHERTYPE (and Design)	United States	Registered	78/758356	3158318	Cooley Group Holdings, Inc.
WHERE CHEMISTRY MAKES THE DIFFERENCE	United States	Registered	76/476709	3159327	Cooley Group Holdings, Inc.

Schedule II
Patents; Patent Licenses

Cooley Group Active Patents

Title	Country	Status	Application Number	Patent Number	Issue Date
Methods for Printed Roofing Product	Canada	Published	2522503		10/7/05
Composition of an Extrudable PVC Substrate for Manufacturing Full Width Printable Billboards	USA	Granted	10/310435	6822024	11/23/04
Curable Extruded Adhesive Laminate System for Manufacturing Collapsible Structures	USA	Granted	10/723145	7259115	8/21/07
Curable Extruded Adhesive Laminate System for Manufacturing Collapsible Structures	USA	Granted	10/739361	7306851	12/11/07
Universal Fleecebacked Roofing Membrane	USA	Granted	10/869800	7169719	1/30/07
Laminar Sheet Construction	USA	Granted	07/659880	5271992	12/21/93

Cooley Group Active Patents

Title	Country	Status	Application Number	Patent Number	Issue Date
Laminar Sheet Construction	USA	Granted	08/322590	5655324	8/12/97
Roofing	USA	Granted	09/452226	6355329	3/12/02
System and Method for Creating a Message Display	USA	Granted	09/620233	6453591	9/24/02
Roofing Membranes	USA	Pending	12/126256		5/23/08
Water-Resistant Fabrics and Methods of Preparation Thereof	USA	Pending	12/059566		3/31/08
Methods for Printed Roofing Product	USA	Published	11/245611		10/7/05
Method of Forming a PVC Scrim Fabric Laminate Having Superior Scuff and Abrasion Resistance	USA	Published	11/123799		5/6/05
Textured and Printed Membrane that Simulates Fabric	USA	Published	11/440844		5/25/06

Schedule III
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