

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT PREVIOUSLY RECORDED AT REEL 003816 FRAME 0483 TO CORRECT THE ASSIGNEE LISTED FOR TRADEMARK REGISTRATION NOS. 1932090, 1616426, 1651341 AND 3401764

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DURAQUEST, INC.		07/10/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	C/O GE Energy Financial Services, Debt Portfolio
Internal Address:	120 Long Ridge RD
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06917
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1932090	SMOOTHAMMER
Registration Number:	1616426	SMOOTHDRILL
Registration Number:	1651341	DURAQUEST
Registration Number:	3401764	SMOOTHDRIVE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$115.00 1932090

ATTORNEY DOCKET NUMBER:	039112-0023
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	11/21/2008
Total Attachments: 7 source=Utex - Trademark Security Agreement#page1.tif source=Utex - Trademark Security Agreement#page2.tif source=Utex - Trademark Security Agreement#page3.tif source=Utex - Trademark Security Agreement#page4.tif source=Utex - Trademark Security Agreement#page5.tif source=Utex - Trademark Security Agreement#page6.tif source=Utex - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2008, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 10, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Administrative Agent and for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of July 10, 2008 in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all rights, title and interests arising under applicable law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, in each case, all goodwill associated therewith, all registrations and recordations thereof, all applications in connection therewith, all foreign counterparts thereto and all renewals and extensions thereof, including, without limitation, those trademark registrations and/or trademark applications referred to on Schedule 1 hereto (the “Trademarks”); and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other ancillary right.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor 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,

UTEX INDUSTRIES, INC.
as Grantor

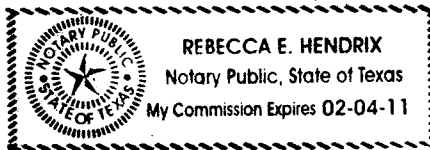
By: Jay P. Bowman
Its: Chief Financial Officer and Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On 6-23-08 before me, the undersigned, a notary public in and for said state and county, personally appeared JAY P. BOWMAN, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Financial Officer on behalf of UTEX INDUSTRIES, INC.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



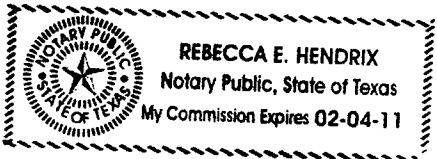
DURAQUEST, INC.
as Grantor

By: Jay P. Bowman
Its: Chief Financial Officer and Treasurer

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

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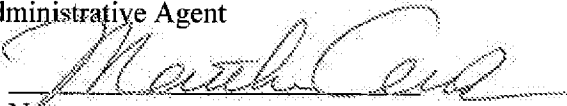
WITNESS MY HAND AND/OR OFFICIAL SEAL.



(NOTARIAL STAMP OR SEAL)

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name:
Title:

Matthew A. Toth, III
Authorized Signatory

SCHEDULE 1TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Serial No. - Reg. No.</u>	<u>Filing Date / Reg. Date</u>
Utex Industries, Inc.	CHEMTEX	76/037,730 - 2,732,581	May 1, 2000 / July 1, 2003
Utex Industries, Inc.	EZESEAL	76/030,205 - 2,643,745	April 18, 2000 / October 29, 2002
Utex Industries, Inc.	X-TENDASEAL	76/013,059 - 2,513,455	March 30, 2000 / November 27, 2001
Utex Industries, Inc.	UTEX	75/326,862 - 2,197,741	July 18, 1997 / October 20, 1998
Utex Industries, Inc.	SUPER GOLD	75/221,739 - 2,202,027	January 6, 1997 / November 3, 1998
Utex Industries, Inc.	GENESIS	75/139,703 - 2,257,488	July 25, 1996 / June 29, 1999
Utex Industries, Inc.	U-PAK	74/667,855 - 2,031,037	May 1, 1995 / January 14, 1997
Utex Industries, Inc.	UNILITE	74/292,387 - 1,795,610	July 7, 1992 / September 28, 1993
Utex Industries, Inc.	LIBERATOR	74/032,999 - 1,656,602	February 27, 1990 / September 10, 1991
Utex Industries, Inc.	TEXLOK	73/667,532 - 1,499,566	June 22, 1987 / August 9, 1988
Utex Industries, Inc.	UTEX	72/459,753 - 1,033,371	June 21, 1973 / February 10, 1976
Utex Industries, Inc.	UTEX	72/422,014 - 0966073	April 20, 1972 / August 14, 1973
Utex Industries, Inc.	URON	71/612,425 - 0563597	April 9, 1951 / September 2, 1952

<u>Name of Owner</u>	<u>Trademark</u>	<u>Serial No. - Reg. No.</u>	<u>Filing Date / Reg. Date</u>
DuraQuest, Inc.	SMOOTHAMMER	74/450,498 - 1,932,090	October 25, 1993 / October 31, 1995
DuraQuest, Inc.	SMOOTHDRILL	73/836,540 - 1,616,426	November 6, 1989 / October 9, 1990
DuraQuest, Inc.	DURAQUEST	74/080,059 - 1,651,341	July 20, 1990 / July 23, 1991
DuraQuest, Inc.	SMOOTHDRIVE	78/751,406 - 3,401,764	November 10, 2005 / March 25, 2008