

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spinnaker Coating, LLC		01/12/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Kevin W Ahlfeld
Street Address:	472 Timberlea Trail
City:	Kettering
State/Country:	OHIO
Postal Code:	45429
Entity Type:	INDIVIDUAL:

Name:	Walter S Bernheimer II
Street Address:	10 Laurel Avenue
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	INDIVIDUAL:

Name:	George E Fuehrer
Street Address:	38753 Arbor Court
City:	Grafton
State/Country:	OHIO
Postal Code:	44044
Entity Type:	INDIVIDUAL:

Name:	Braden L Glett
Street Address:	7595 Staley Road
City:	New Carlisle
State/Country:	OHIO

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Postal Code:	45344
Entity Type:	INDIVIDUAL:

Name:	Louis A Guzzetti Jr
Street Address:	90 Ferris Hill Road
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	INDIVIDUAL:

Name:	Andrew S Halperin
Street Address:	6 Tee Lane
City:	Red Hook
State/Country:	NEW YORK
Postal Code:	12571
Entity Type:	INDIVIDUAL:

Name:	Thomas R Kozera
Street Address:	123 Main Street
Internal Address:	14th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10601
Entity Type:	INDIVIDUAL:

Name:	Andrew Mandell
Street Address:	240 Hartford Avenue
City:	Newington
State/Country:	CONNECTICUT
Postal Code:	06111
Entity Type:	INDIVIDUAL:

Name:	Barry Milton
Street Address:	5225 Village Creek Drive
Internal Address:	Suite 300
City:	Plano
State/Country:	TEXAS
Postal Code:	75903
Entity Type:	INDIVIDUAL:

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Name:	Stuart A Postle
Street Address:	59 Wisteria Drive
City:	Dayton
State/Country:	OHIO
Postal Code:	45419
Entity Type:	INDIVIDUAL:

Name:	Perry J Schiller
Street Address:	920 Scenic Knoll
City:	Tipp City
State/Country:	OHIO
Postal Code:	45371
Entity Type:	INDIVIDUAL:

Name:	Suydam Van Zandt Schreiber
Street Address:	11 Oyster Cut
City:	Vero Beach
State/Country:	FLORIDA
Postal Code:	32963
Entity Type:	INDIVIDUAL:

Name:	Columbia General Investments LP
Street Address:	14241 Dallas Parkway - Room 200
Internal Address:	c/o Edward Boshell
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	LIMITED PARTNERSHIP:

Name:	Lamson and Sally Rheinfrank Irrevocable Trust
Street Address:	16189 Captiva Drive - PO Box 3310
Internal Address:	c/o Lamson Rheinfrank, Jr.
City:	Captiva
State/Country:	FLORIDA
Postal Code:	33924
Entity Type:	TRUST:

Name:	Bernheimer Family Limited Partnership
Street Address:	10 Laurel Street
Internal Address:	c/o Walter S Bernheimer II

City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED PARTNERSHIP:

Name:	Walter S. Henion III Non-Exempt Trust
Street Address:	3922 Windsor Avenue
Internal Address:	c/o Walter S Henrion
City:	Dallas
State/Country:	TEXAS
Postal Code:	75205
Entity Type:	TRUST:

Name:	Walter S Bernheimer II CGM IRA Rollover Custodian
Street Address:	10 Laurel Avenue
Internal Address:	c/o Walter S Bernheimer II
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	IRA:

Name:	Walt Henrion IRA
Street Address:	777 E Wisconsin Ave.
Internal Address:	c/o Robert W. Baird & Co., Inc
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	IRA:

Name:	Sandell Investments
Street Address:	3000 Thanksgiving Tower - 1601 Elm Street
Internal Address:	Attn: David H Segest
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	COMPANY:

Name:	James L Severs
Street Address:	2395 Cara Dr
City:	Troy

State/Country:	OHIO
Postal Code:	45373
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77615656	QUIKAPPLY
Serial Number:	77592439	FORESTVIEW
Registration Number:	2871842	PRIMESCAN
Registration Number:	3394406	ADVANTEDGE TECHNOLOGY
Registration Number:	2586170	DIVERSIPRINT
Registration Number:	2299417	STRIP-TAC

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-325-5049
Email: dgreenfield@fdh.com
Correspondent Name: Donna B. Greenfield
Address Line 1: 177 Broad Street - 15th Floor
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	7205-003
NAME OF SUBMITTER:	Donna B. Greenfield
Signature:	Donna B. Greenfield /s/
Date:	01/13/2009

Total Attachments: 5

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL SECURITY INTEREST**

This Acknowledgement of Intellectual Property Collateral Security Interest (as amended, restated, supplemented or otherwise modified from time to time, this "Acknowledgement") is dated as of January 12, 2009, by Spinnaker Coating, LLC, a Delaware limited liability company ("Grantor"), in favor of the Secured Parties identified on the signature pages of that certain Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Notes and Warrant Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") dated as of December 31, 2008 among Grantor and the purchasers listed on Schedule A attached thereto (the "Purchasers", which term shall also include any other holder from time to time of the Notes or Warrants referred therein), the Purchasers have agreed to purchase notes and warrants from Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, under that certain Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of December 31, 2008 by and among Grantor and the parties identified on the signature pages thereof as "Secured Party" (collectively, the "Secured Parties"), Grantor granted to the Secured Parties certain security interests in and liens on the Collateral (as defined in the Security Agreement) to secure its Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is executing and delivering this Acknowledgment in favor of the Secured Parties.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Parties to enter into the Purchase Agreement and the Security Agreement, Grantor hereby agrees with the Secured Parties as follows:

Section 1. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of Grantor, hereby reaffirms its grant to the Secured Parties of a security interest in the Collateral, and hereby further pledges and grants to the Secured Parties a security interest in all of its right, title and interest in, to and under: all of its owned trademarks and trademark licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and all proceeds of the foregoing (the "Intellectual Property Collateral").

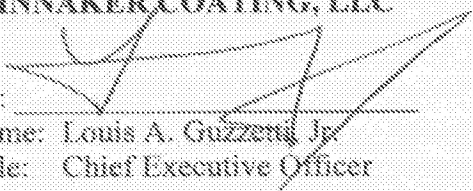
Section 3. Acknowledgement; Power of Attorney; Subordination. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and

affirms that (a) the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property Collateral 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, and (b) to the extent necessary to exercise rights and remedies under the Security Agreement during the existence of an Event of Default (as defined in the Purchase Agreement), Grantor hereby irrevocably constitutes and appoints the Secured Parties, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place of, and in the name of, Grantor for the purposes of carrying such rights and remedies (including without limitation the disposition of the Intellectual Property Collateral during the existence of an Event of Default). To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern. This Acknowledgment and the security interests hereunder, and the other terms and provisions hereof, are subordinate in the manner and to the extent set forth in, and are otherwise subject to the terms and provisions of, that certain Subordination Letter (as amended, restated, supplemented or otherwise modified from time to time, the "Subordination Letter") dated as of December 31, 2008 by and among the Secured Parties, Grantor and Bank of America, N.A. (and its successors and assigns) and the Secured Parties shall be bound by the provisions of the Subordination Letter.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPINNAKER COATING, LLC

By: 
Name: Louis A. Guzzetta Jr.
Title: Chief Executive Officer

{09674704; 3; 7205-3}

ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Miami

On this 12th day of January, 2009 before me personally appeared Louis A. Crostini, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPINNAKER COATING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Management Committee and that he acknowledged said instrument to be the free act and deed of said company.

TONI JEANNE BRICKER, Notary Public
in and for the State of Ohio
My Commission Expires Jan 23, 2010

Toni Jeanne Bricker
Notary Public

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRIMESCAN	2871842	August 10, 2004
ADVANTEDGE TECHNOLOGY	3394406	March 11, 2008
DIVERSIPRINT	2586170	June 25, 2002
STRIP-TAC	2299417	December 14, 1999

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Date</u>
QUIKAPPLY	77615656	November 17, 2008
FORESTVIEW	77592439	October 14, 2008

C. TRADEMARK LICENSES

None.

(00674704; 3, 7205-3)