TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Susquehanna Capital Acquistion Co.		07/31/2009	CORPORATION: DELAWARE
Interface Solutions, Inc.		07/31/2009	CORPORATION: DELAWARE
Interface Sealing Solutions, Inc.		07/31/2009	CORPORATION: DELAWARE
Interface Investments, Inc.		07/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Equity Partners, L.P.
Street Address:	Two PNC Plaza, 22nd Floor
Internal Address:	620 Liberty Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1423893	SYNTHESEAL
Registration Number:	1400329	THERMO-TORK
Registration Number:	2290842	HYDRO-FUSED
Registration Number:	2732008	VOLTOID
Registration Number:	3486177	AD-FLEX
Registration Number:	0918930	ACCOPAC
Registration Number:	2477673	SELECT-A-SEAL
Registration Number:	2426710	ADVANT-EDGE
Registration Number:	2564304	INTERFACE SOLUTIONS
Registration Number:	2646404	INTERFACE SOLUTIONS INC.

OP $365.00 1423893

Registration Number:	2564303	INTERFACE SOLUTIONS INC.
Registration Number:	2646405	INTERFACE SOLUTIONS
Registration Number:	3360283	INTERFACE SEALING SOLUTIONS
Registration Number:	3360284	INTERFACE SEALING SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (717)260-1641

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

Phone: 717-232-8000

Email: trademarks@mwn.com

Correspondent Name: Sue Heberlig

Address Line 1: 100 Pine Street

Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER:	356/17129-0028
NAME OF SUBMITTER:	Sue Heberlig
Signature:	/SueHeb/
Date:	08/20/2009

Total Attachments: 13

source=A1673549#page1.tif
source=A1673549#page2.tif
source=A1673549#page3.tif
source=A1673549#page4.tif
source=A1673549#page5.tif
source=A1673549#page6.tif
source=A1673549#page7.tif
source=A1673549#page8.tif
source=A1673549#page9.tif
source=A1673549#page10.tif
source=A1673549#page11.tif
source=A1673549#page12.tif
source=A1673549#page13.tif

This Trademark Security Agreement is subject to a Subordination and Intercreditor Agreement dated as of August 9, 2005, as amended, by and among SUSQUEHANNA CAPITAL ACQUISITION CO., and Its Subsidiaries Which Are Credit Parties Thereunder, MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent Under The Credit Agreement Referenced Therein, PNC VENTURE CORP and PNC EQUITY PARTNERS, L.P., Initial Senior Subordinated Creditor, 399 VENTURE PARTNERS, INC., Initial Junior Subordinated Creditor, and certain other parties, with Respect to $72,000,000 Senior Secured Credit Facilities, $1,150,000 Series A Senior Subordinated Secured Debt, $15,000,000 Senior Subordinated Secured Debt and $10,000,000 Junior Subordinated Debt ("Subordination and Intercreditor Agreement"). The parties hereto agree to be bound by the provisions of the Subordination and Intercreditor Agreement to the same extent that the Holder (as defined therein) is bound.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of July 31, 2009, by and between:

(i) SUSQUEHANNA CAPITAL ACQUISITION CO., a Delaware corporation, INTERFACE SOLUTIONS, INC., a Delaware corporation and successor by merger to Opco Merger Sub, Co., Interface Solutions Holdings, Inc. (which was the successor by merger to Holdco Merger Sub, Co.) and Interface Solutions International, Inc., INTERFACE SEALING SOLUTIONS, INC., a Delaware corporation f/k/a Beaver Falls Sealing Products, Inc. and successor by merger to Cooper Manufacturing Company, Inc., and INTERFACE INVESTMENTS, INC., a Delaware corporation (collectively, the "Grantor,"), whose mailing address is 325 Hellam Street, Wrightsville, Pennsylvania 17368; and

(ii) PNC EQUITY PARTNERS, L.P., a Delaware limited partnership (the "Secured Party"), as Collateral Agent for (A) the Investors under and as defined in the Note Purchase Agreement referenced below (the "Investors") and (B) the holders of the Series A Notes referenced below (the "Series A Noteholders"), whose mailing address is Two PNC Plaza, 22nd Floor, 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222.

This Trademark Security Agreement amends and restates that certain Trademark Security Agreement dated as of August 9, 2005 between the Grantor and the Secured Party (the "Original Security Agreement") in its entirety.

RECITALS

The Grantor and the Secured Party and the other Investors are party to a Note Purchase Agreement dated as of August 9, 2005 (as the same has been and may further be amended or supplemented from time to time, the "Note Purchase Agreement"), pursuant to which such Investors have purchased various senior subordinate promissory notes from the Borrower thereunder and the parties entered into the Original Security Agreement in order to secure the Grantor's obligations thereunder.

The Grantor has issued $1,150,000 in principal amount of its Series A Senior Subordinated Promissory Notes to the Series A Noteholders. It is a condition to the issuance of such notes that the parties amend and restate the Original Security Agreement in order to, among other things, secure the Grantor's obligations thereunder.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees, for the benefit of the Investors and the Series A Noteholders (collectively, the "Beneficiaries") as follows:

Section 1. *Definitions; Rules of Construction.* The terms defined in this Trademark Security Agreement (including in the preamble hereto) shall have the meanings given to such terms hereby.

"Borrower" and "Borrowers" have the meaning assigned to those terms in the Note Purchase Agreement.

"Collateral" means the means all of the Trademarks, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof which any Grantor shall have assigned or pledged to the Secured Party or in which any Grantor shall have granted a lien to the Secured Party for the benefit of the Beneficiaries, under this Trademark Security Agreement or under any document or instrument made pursuant hereto.

"Collateral Agent" the meaning assigned to such term in Section 17(a) hereof.

"Guaranties" has the meaning assigned to such term in the Series A Notes.

"Obligations" means the Note Purchase Obligations and the Series A Obligations.

"Note Purchase Obligations" means the Obligations under and as defined in the Note Purchase Agreement.

"Pledges" has the meaning assigned to such term in the Series A Notes.

"Senior Credit Agreement" and "Senior Lenders" have the meanings assigned to those terms in the Note Purchase Agreement.

"Series A Notes" means the Series A Senior Subordinated Promissory Notes issued by the Grantor in favor of PNC Equity Partners, L.P., PNC Venture, LLC, Jananco, LP, CPCH, LLC, in the maximum principal amounts of $126,575.43, $126,575.43, $396,849.15, and $500,000, respectively, each dated as of July 31, 2009, as the same may be amended or supplemented from time to time.

"Series A Obligations" means the obligations of the Grantors under the Series A Notes.

"Trademarks" has the meaning assigned to such term in Section 2 hereof.

"Transaction Documents" means the (i) the Transaction Documents under and as defined in the Note Purchase Agreement and (ii) the Series A Notes, as the same may be amended or supplemented from time to time.

Section 2. *Grant of Security Interest.* As security for the complete and timely payment of all of the Obligations and the performance of all other duties of the Borrowers under the Transaction Documents, the Grantor hereby mortgages, pledges, and hypothecates unto the Secured Party for the benefit of the Beneficiaries, upon the following terms and conditions, and hereby grants to the Secured Party for the benefit of the Beneficiaries, a security interest in and to all of the Grantor's right, title and interest in, under or by virtue of the Trademarks (hereinafter defined), whether now owned or existing or hereafter acquired, and in the

TRADEMARK
REEL: 004049 FRAME: 0101

products and proceeds thereof. The security interests granted by the Grantor to the Secured Party hereunder shall automatically attach to and include all rights to any Trademarks which are subsequently obtained by the Grantor after the date of this Trademark Security Agreement or to any licenses thereof. The Grantor hereby irrevocably and unconditionally authorizes the Secured Party to modify and amend from time to time this Trademark Security Agreement and Exhibit A hereto to include any such additional Trademarks or licenses, without any further assent or signature of the Grantor. Future advances are intended to be secured. *Trademarks* means all right, title and interest of the Grantor, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all Trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office in the name of Grantor, together with: (a) all renewals thereof, (b) all intellectual property of the Grantor and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the Grantor under all present and future license security agreements relating to any of the foregoing, whether the Grantor is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. "Trademarks," as defined above shall include, without limitation, all of the United States Trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 3. *Representations and Warranties*. The Grantor represents and warrants that as of the Closing Date:

(a) Exhibit A attached hereto sets forth all Trademarks owned by the Grantor as of the date hereof. Each of the Trademarks described on Exhibit A is subsisting, valid, unexpired and enforceable. None of such Trademarks has been adjudged invalid, expired or unenforceable in whole or in part, or is the subject of any proceeding which seeks any of the foregoing. None of such Trademarks has been abandoned.

(b) No claim has been made or threatened to the Grantor that the use of any of the Trademarks infringes upon or violates the rights of any third person.

(c) The Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise security agreements, registered user security agreements and covenants by the Grantor not to sue third persons.

(d) The Grantor has the unqualified right to enter into this Trademark Security Agreement and to perform its terms.

(e) The Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice and markings in connection with its use of the Trademarks.

(f) Upon the completion of all necessary public filings, the liens and security interests granted pursuant to this Trademark Security Agreement will constitute first priority perfected liens on and security interests in the Trademarks (subject and second only to those first priority perfected liens of the Senior

TRADEMARK
REEL: 004049 FRAME: 0102

Lenders under the Senior Credit Agreement and other Permitted Liens, as defined in the Note Purchase Agreement, which constitute a prior encumbrance), in favor of the Secured Party.

Section 4. *Maintenance of Trademarks; Prosecution of Applications and Proceedings; Maintenance of Quality Standards.* The Grantor covenants that it will maintain the registration of the Trademarks, and will, except where the failure to do so would constitute a Material Adverse Change (as defined in the Note Purchase Agreement), take all actions necessary to maintain, preserve and continue the validity and enforceability of the Trademarks, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The Grantor agrees that the Grantor will prosecute diligently any trademark applications of the Trademarks pending as of the date of this Trademark Security Agreement or thereafter until the Obligations shall have been unconditionally paid and satisfied in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. The Grantor agrees that it will not sell, assign, transfer, convey or encumber its interest in, or grant any license under, any of the Trademarks. The Grantor further agrees not to enter into any security agreement (for example, a license security agreement) which is inconsistent with the Grantor's Obligations under any of the Transaction Documents. The Grantor agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Trademark Security Agreement. The Grantor agrees that it will not abandon any Trademarks (including applications for Trademarks) without the express written consent of the Secured Party. Any expenses incurred by the Grantor in connection with the Trademarks shall be the sole expense of the Grantor. The Grantor covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks. The Grantor further agrees to promptly provide notice to the Secured Party of all rights obtained subsequent to the date of this Trademark Security Agreement in and to any Trademarks not set forth on Exhibit A.

Section 5. *Rights upon the Occurrence of an Event of Default.* Upon the occurrence and continuance of an Event of Default, in addition to all other rights and remedies available under the Transaction Documents or under applicable law, including but not limited to the rights of a secured party under the *Uniform Commercial Code* in effect from time to time in Pennsylvania, the Secured Party shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the Trademarks from time to time; (b) take, in its name or in the name of the Grantor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the Trademarks, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the Trademarks in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the Grantor at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the collateral is to be made, which the Grantor hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of the Grantor, which right is hereby waived and released to the extent lawfully permitted. The proceeds of any such sale or disposition shall be applied against the Obligations. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademarks are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the Secured Party in collecting any such deficiency. The Grantor hereby

TRADEMARK
REEL: 004049 FRAME: 0103

irrevocably and unconditionally authorizes and empowers the Secured Party, upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse or sign the Grantor's name on all applications, documents, papers and instruments necessary for the Secured Party or the designee of the Secured Party to: (i) own and use the Trademarks; (ii) grant or issue any exclusive or nonexclusive licenses under the Trademarks to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any other person on such terms and conditions as the Secured Party shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Trademarks; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the Trademarks; (vi) defend any suit, action or proceeding brought against the Grantor with respect to any of the Trademarks; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the Secured Party may deem appropriate; and (viii) do all acts and things which the Secured Party deems necessary from time to time to protect, preserve or realize upon the Trademarks and the Secured Party's liens thereon and to effect the intent of this Trademark Security Agreement. The proceeds of any such actions, or the value of any such use of the Trademarks shall be applied against the Obligations. This power of attorney shall be irrevocable until the last to occur of (1) the full and final payment of all of the Obligations and (2) the termination of the Guaranties and the Pledges, and is intended by the Grantor to be a power of attorney coupled with an interest. All of the Secured Party's rights and remedies with respect to the Trademarks, whether established by this Trademark Security Agreement, by any Transaction Document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. *No Duty Imposed Upon Secured Party.* The powers conferred upon the Secured Party hereunder are solely to protect the interests of the Secured Party and the Beneficiaries in the Trademarks and shall not impose any duty upon the Secured Party or the Beneficiaries to exercise any such powers.

Section 7. *Reliance.* If the Secured Party shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign, license and transfer the Trademarks and the Grantor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the Secured Party either in the Grantor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the Grantor under the Transaction Documents, or any other fact or matter relating to the entitlement of the Secured Party to exercise its rights hereunder.

Section 8. *Defeasance.* Upon (1) the full and final payment of all of the Obligations and (2) the termination of the Guaranties and the Pledges, all rights herein granted to the Secured Party shall terminate, and all estate, right, title and interest of the Secured Party in and to each and every one of the Trademarks shall revert to the Grantor. The Secured Party shall file all requisite termination statements and do all such other acts as are required of it to evidence the termination of the security interest granted hereby.

Section 9. *Costs and Expenses.* All reasonable fees, costs and expenses, including any reasonable attorney's fees and legal expenses, incurred by the Secured Party in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto, the filing or recording of this Trademark Security Agreement or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or any other reasonable fees incurred in otherwise protecting, maintaining or preserving the Trademarks, or in enforcing the terms of this Trademark Security Agreement or in defending or prosecuting any actions or

TRADEMARK
REEL: 004049 FRAME: 0104

proceedings arising out of or related to the Trademarks, shall be borne and paid by the Grantor on demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate in effect from time to time under the Transaction Documents.

Section 10. *Notices.* Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Transaction Documents, in the manner and within the time specified in the Transaction Documents.

Section 11. *Further Assurances.* The Grantor shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the Secured Party to vest in, effectuate and assure to the Secured Party its rights under this Trademark Security Agreement or in any of the Trademarks. If the Grantor fails to execute any instrument or document or take such actions described above within ten (10) business days of being requested to do so by the Secured Party, the Grantor hereby constitutes and appoints the Secured Party its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the Secured Party reasonably deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until (1) the full and final payment of all of the Obligations and (2) the termination of the Guaranties and the Pledges.

Section 12. *Amendment.* The terms and conditions of this Trademark Security Agreement may be modified, altered, waived, or amended only by a writing executed by the Grantor and the Secured Party and the Beneficiaries.

Section 13. *Governing Law; Forum.* The provisions of Sections 6.01 (captioned "Consent to Jurisdiction and Service of Process; Waiver of Jury Trial") and 6.10(d) (captioned "Miscellaneous") of the Note Purchase Agreement are hereby made applicable to this Trademark Security Agreement.

Section 14. *Severability.* If any of the provisions of this Trademark Security Agreement are judicially determined to be in conflict with any applicable law or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Trademark Security Agreement.

Section 15. *Successors and Assigns.* The terms, covenants and conditions contained in this Trademark Security Agreement shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Grantor and its successors and assigns.

Section 16. *Waiver of Jury Trial.* The Grantor and the Secured Party each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this Trademark Security Agreement, the Transaction Documents, or any other document or agreement which in any way relates, directly or indirectly, to this Trademark Security Agreement, the Transaction Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Trademark Security Agreement, the Transaction Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE GRANTOR AND THE SECURED PARTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

TRADEMARK
REEL: 004049 FRAME: 0105

Section 17. *Appointment of PNC Equity Partners, L.P., as Collateral Agent.*

(a) Each of the Beneficiaries hereby appoints PNC EQUITY PARTNERS, L.P., and PNC EQUITY PARTNERS, L.P. hereby agrees to act, as the agent under this Trademark Security Agreement (the "Collateral Agent"). The Collateral Agent shall have and may exercise such powers under this Trademark Security Agreement as are specifically delegated to it by the terms hereof, together with such other powers as are incidental thereto. Without limiting the foregoing, the Collateral Agent, on behalf of the Beneficiaries, is authorized to execute this Trademark Security Agreement and all other agreements, documents or instruments reasonably required to carry out the intent of the parties to this Trademark Security Agreement. The Collateral Agent may perform any of its duties hereunder by or through agents or employees (provided such delegation does not constitute a relinquishment of duties as the Collateral Agent hereunder) and shall be entitled to engage and pay for the advice or services of any attorneys, accountants, or other experts concerning all matters pertaining to duties hereunder and to rely upon any advice so obtained.

(b) As between the other Beneficiaries and itself, the Collateral Agent shall not have any duties or responsibilities except those expressly set forth in this Trademark Security Agreement, and those duties and responsibilities shall be subject to the limitations and qualifications set forth in this Section. The duties of the Collateral Agent shall be ministerial and administrative in nature.

(c) As between the other Beneficiaries and the Collateral Agent, the Collateral Agent or any of its respective directors, officers, employees or agents shall not be liable, in the absence of gross negligence or willful misconduct, for any action taken or omitted (whether or not such action taken or omitted is within or without the Collateral Agent's responsibilities and duties expressly set forth in this Trademark Security Agreement) under or in connection with this Trademark Security Agreement or any Collateral. Without limiting the foregoing, the Collateral Agent or any of its representative directors, officers, employees or its agents, shall not be responsible for, or have any duty to examine (i) the genuineness, execution, validity, effectiveness, enforceability, value or sufficiency of any document or instrument furnished pursuant to or in connection with this Trademark Security Agreement, (ii) the collectability of any amounts owed by the Grantor to the Beneficiaries, (iii) the truthfulness of any recitals or statements or representations or warranties made to the Collateral Agent or the Beneficiaries in connection with this Trademark Security Agreement or (iv) the assets or liabilities or financial condition or results of operations or business or creditworthiness of the Grantor or any of its affiliates. The Collateral Agent shall be entitled to act, and shall be fully protected in acting upon, any writing, application, notice, report, statement, certificate, resolution, request, order, consent, letter or other instrument or paper or communication believed by the Collateral Agent in good faith to be genuine and correct and to have been signed or sent or made by a proper person. The Collateral Agent may consult counsel and shall be entitled to act, and shall be fully protected in any action taken in good faith, in accordance with advice given by counsel. The Collateral Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, provisions or conditions of this Trademark Security Agreement or any of the other Transaction Documents on the part of the Grantor or any other person.

(d) The Collateral Agent agrees, upon the written request of the Beneficiaries, to take or refrain from taking any action of the type specified as being within the Collateral Agent's rights, powers or discretion herein or under this Trademark Security Agreement, provided that the Collateral Agent shall not be required to take any action which exposes the Collateral Agent to personal liability or which is contrary to this Trademark Security Agreement or applicable law. In the absence of a request by the Beneficiaries, the Collateral Agent shall have authority, in its sole discretion, to take or not to take any such action, unless this Trademark Security Agreement specifically requires the consent of the Beneficiaries. Any action taken or failure to act pursuant to such instructions or discretion shall be binding on the Beneficiaries. No Beneficiary shall have any right of action whatsoever against the Collateral Agent as a result of the Collateral Agent acting or refraining from acting hereunder in accordance with the instructions of the Beneficiaries.

TRADEMARK
REEL: 004049 FRAME: 0106

(e) To the extent the Grantor does not reimburse and save harmless the Collateral Agent according to the terms hereof or of any Transaction Document for and from all costs, expenses and disbursements in connection herewith, such costs, expenses and disbursements, shall be borne by the Beneficiaries (including the Collateral Agent) ratably in accordance with each Beneficiary's pro rata share of the Obligations. Each Beneficiary hereby agrees on such basis (i) to reimburse the Collateral Agent for its pro rata share of all such reasonable costs, expenses and disbursements on request and (ii) to the extent of such Beneficiary's pro rata share, to indemnify and save harmless the Collateral Agent against and from any and all losses, obligations, penalties, actions, judgments and suits and other costs, expenses and disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent, other than as a consequence of gross negligence or willful misconduct on the part of the Collateral Agent, arising out of or in connection with this Trademark Security Agreement or any other agreement, instrument or document in connection herewith, or any request of the Beneficiaries, including without limitation the reasonable costs, expenses and disbursements in connection with defending itself against any claim or liability related to the exercise or performance of any of its powers or duties as Collateral Agent under any this Trademark Security Agreement or any of the other agreements, instruments or documents delivered in connection herewith or the taking of any action under or in connection with any of the foregoing.

(f) With respect to the investments of the Collateral Agent as a Beneficiary, the Collateral Agent shall have the same rights and powers, duties and obligations under this Trademark Security Agreement and the other Transaction Documents as any Beneficiary party thereto and may exercise such rights and powers and shall perform such duties and fulfill such obligations as though it were not the Collateral Agent.

(g) The Collateral Agent may resign as the Collateral Agent upon 60 days' written notice to the Beneficiaries. If such notice shall be given, the Beneficiaries shall appoint from among the Beneficiaries a successor agent for the Beneficiaries, during such 60-day period, which successor agent shall be reasonably satisfactory to the Grantor, to serve as Collateral Agent under this Trademark Security Agreement. If at the end of such 60-day period the Beneficiaries have not appointed such a successor, the Collateral Agent shall procure a successor reasonably satisfactory to the Beneficiaries, to serve as agent for the Beneficiaries under such documents. Any such successor agent shall succeed to the rights, powers and duties of the Collateral Agent. Upon the appointment of such successor agent or upon the expiration of such 60-day period (or any longer period to which the Collateral Agent has agreed), the former Collateral Agent's rights, powers and duties as Collateral Agent shall be terminated, without any other or further act or deed on the part of such former Collateral Agent or any of the parties to this Trademark Security Agreement. After any retiring Collateral Agent's resignation hereunder as the Collateral Agent, the provisions of this Section shall inure to the benefit of such retiring Collateral Agent as to any actions taken or omitted to be taken by it while it was the Collateral Agent under this Trademark Security Agreement.

(h) The provisions of this Section are solely for the benefit of the Collateral Agent and the Beneficiaries, and neither Grantor nor any other person shall have any rights to rely on or enforce any of the provisions hereof. In performing its functions and duties under this Trademark Security Agreement, the Collateral Agent shall act solely as agent of the Beneficiaries and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for Grantor or any other person.

[Signature page follows.]

TRADEMARK
REEL: 004049 FRAME: 0107

SIGNATURE PAGE ONE TO
TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

SUSQUEHANNA CAPITAL ACQUISITION CO.:

By: _____
Name: R C Rathsam
Title: CFO

WITNESS/ATTEST:

INTERFACE SOLUTIONS, INC.:

By: _____
Name: R C Rathsam
Title: CFO

WITNESS/ATTEST:

INTERFACE SEALING SOLUTIONS, INC.:

By: _____
Name: R C Rathsam
Title: CFO

WITNESS/ATTEST:

INTERFACE INVESTMENTS, INC.:

By: _____
Name: R C Rathsam
Title: CFO

SIGNATURE PAGE TWO TO
TRADEMARK SECURITY AGREEMENT

WITNESS/ATTEST:

SECURED PARTY:

PNC EQUITY PARTNERS, L.P., as Collateral Agent

By: Allegheny Capital Partners, LLC
its General Partner

By: Preston Walsh
Name: Preston Walsh
Title:

SIGNATURE PAGE THREE TO
TRADEMARK SECURITY AGREEMENT

(with respect to Section 17 only)

BENEFICIARIES:

WITNESS/ATTEST:

PNC EQUITY PARTNERS, L.P.

By: Allegheny Capital Partners, LLC
its General Partner

By: Preston Walsh
Name: Preston Walsh
Title:

WITNESS/ATTEST:

PNC VENTURE, LLC

By: Preston Walsh
Name: Preston Walsh
Title:

WITNESS/ATTEST:

JANANCO, LP

By: Jananco, LLC, its General Partner,

By:
Name:
Title:

WITNESS/ATTEST:

CPCH, LLC

By:
Name:
Title:

SIGNATURE PAGE THREE TO
TRADEMARK SECURITY AGREEMENT

(with respect to Section 17 only)

BENEFICIARIES:

WITNESS/ATTEST:

PNC EQUITY PARTNERS, L.P.

By: Allegheny Capital Partners, LLC
its General Partner

_____

By:_____
Name:_____
Title:_____

WITNESS/ATTEST:

PNC VENTURE, LLC

_____

By:_____
Name:_____
Title:_____

WITNESS/ATTEST:

JANANCO, LP

By: Jananco, LLC, its General Partner,

By:_____
Name: J. P. Cook Jr.
Title: EP. Manager

WITNESS/ATTEST:

CPCH, LLC

By:_____
Name: Edward L. Motter
Title: President

EXHIBIT A

Intellectual Property

TRADEMARKS

Mark	Country	Registration Number
Syntheseal	United States Italy Germany Sweden Great Britain France	1,423,893 617116 2033049 234631 1453137 1641160
Thermo-Tork	United States	1,400,329
Pro-Formance	United States	3,254,949
Hydro-Fused	Community Trademark Mexico United States	794800 579644 2,290,842
Voltold	United States China	2,732,008 3422777
Ad-Flex	United States	3,486,177
Accopac	United States Canada	918,930 49872
Select-A-Seal	United States	2,477,673
Advant-Edge	United States	2,426,710
Interface Solutions	China	3422778
Interface Solutions (Stylized, Class 17)	United States	2,564,304
Interface Solutions, Inc. (Class 16)	United States	2,646,404
Interface Solutions, Inc. (Class 17)	United States	2,564,303
Interface Solutions, Inc. (Stylized, Class 16)	United States	2,646,405
Interface Sealing Solutions	United States	3,360,283
Interface Sealing Solutions (Stylized)	United States	3,360,284