

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
Environmental Materials, LLC		10/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3317975	S	
Registration Number:	3329352	INSPIRED BY NATURE CRAFTED WITH PRECISION	
Registration Number:	3344075	S	
Registration Number:	3344076	INSPIRED BY NATURE CRAFTED WITH PRECISION	
Registration Number:	3448054	ENVIRONMENTAL STONWORKS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$140.00 3317975

900145113

TRADEMARK
REEL: 004076 FRAME: 0926

ATTORNEY DOCKET NUMBER:	1914639
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/12/2009
Total Attachments: 4 source=2696463#page1.tif source=2696463#page2.tif source=2696463#page3.tif source=2696463#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 9th day of October, 2009, ENVIRONMENTAL MATERIALS, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 6300 E. Stapleton Dr. South, Denver, Colorado 80216, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A. ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark and trademark application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

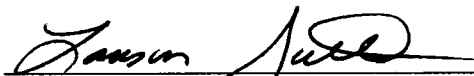
to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated as of October 31, 2002 by and among Debtor, Environmental Stucco LLC, Schylkill Stone, LLC, Environmental Materials L.P., St. Croix Acquisition, LLC and the Administrative Agent (as heretofore amended, and as the same may be further amended, modified, supplemented or otherwise modified, the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

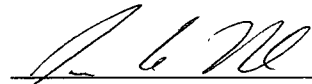
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ENVIRONMENTAL MATERIALS, LLC

By 
Name: Lanson Sutter
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Administrative Agent

By  _____

Name: Jason A. Nohr

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004076 FRAME: 0930

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

U.S. TRADEMARK NUMBERS

TRADEMARK	FEDERAL REGISTRATION NO.	REGISTRATION DATE
Stylized "S"	3,317,975	10/23/2007
INSPIRED BY NATURE CRAFTED WITH PRECISION	3,329,352	11/6/2007
Stylized "S"	3,344,075	11/27/2007
INSPIRED BY NATURE CRAFTED WITH PRECISION	3,344,076	11/27/2007
ENVIRONMENTAL STONEWORKS	3,448,054	6/17/2008