

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
California Products Corporation		08/24/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	FirstLight Financial Corporation
Street Address:	280 Park Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1717994	COLOR CLASSICS
Registration Number:	1105852	DURALUX
Registration Number:	0101522	FIXALL
Registration Number:	1242481	K
Registration Number:	1295378	MARINE PAINT AND VARNISH
Registration Number:	0741518	PRO-PLASTIC
Registration Number:	2700271	PROGRESS INDUSTRIAL
Registration Number:	2700234	PROGRESS PROFESSIONAL
Registration Number:	2700233	GRAYSEAL
Registration Number:	0939487	KURFEES
Registration Number:	3381418	SPRAY ANYWAY
Registration Number:	1194578	RUSTPLATE
Registration Number:	0921007	PROTITE
Serial Number:	77703342	EXTRAORDIN-AIRE

CH \$415.00 1717994

Serial Number:	77723605	
Serial Number:	77723613	GREEN PLEDGE

CORRESPONDENCE DATA

Fax Number: (312)701-2361
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

ATTORNEY DOCKET NUMBER:	7000342
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/04/2009

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of August, 2009, California Products Corporation, a Massachusetts corporation ("*Debtor*") with its principal place of business and mailing address at 150 Dascomb Road, Andover, Massachusetts 01810, 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 FirstLight Financial Corporation ("*FirstLight*"), with its mailing address at 280 Park Avenue, 28th Floor, New York, New York 10017, acting as administrative agent hereunder for the Lenders as defined in the Security Agreement referred to below (FirstLight acting as such administrative agent and any successor or assign to FirstLight acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and its successors and assigns ("*Secured Party*") and grants to the Administrative Agent for the benefit of the Lenders a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; 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, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of November 2, 2007 among Debtor, CPC Holding, LLC, Fiberlock Technologies, Inc. and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, 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.

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

CALIFORNIA PRODUCTS CORPORATION

By Steven McMenamin
Name Steven Mc Menamin
Title CFO

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

FIRSTLIGHT FINANCIAL CORPORATION

By _____
Name _____
Title _____

trademarks, trademark registrations, 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.


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

CALIFORNIA PRODUCTS CORPORATION

By _____
Name _____
Title _____

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

FIRSLIGHT FINANCIAL CORPORATION

By 
Name SAMIR SHAH
Title FULLY AUTHORIZED SIGNATORY

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
COLOR CLASSICS	1,717,994	9/22/1992
DURALUX	1,105,852	11/14/1978
FIXALL	101,522	12/22/1914
K (DESIGN) K WITH POURING PAINT CAN	1,242,481	6/21/1983
MARINE "PAINT" AND "VARNISH" ALONG WITH THE LOGO OF THE SEAHORSE AND WHEEL	1,295,378	9/18/1984
PRO-PLASTIC	741,518	12/4/1962
PROGRESS INDUSTRIAL	2,700,271	3/25/2003
PROGRESS PROFESSIONAL	2,700,234	3/25/2003
GRAYSEAL	2,700,233	3/25/2003
KURFEES	939,487	8/1/1972
SPRAY ANYWAY	3,381,418	2/12/2008
RUSTPLATE	1,194,578	5/4/1982
PROTITE	0,921,007	9/28/1971

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL No.	FILED
EXTRAORDIN-AIRE	77703342	MARCH 31, 2009
LOGO OF FANCIFUL PAINT	77723605	APRIL 28, 2009
BRUSH DEPICTING BRISTLES IN THE FORM OF GREEN GRASS		
GREEN PLEDGE	77723613	APRIL 28, 2009