

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
Quest Construction Products, LLC		12/18/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	banking corporation: WISCONSIN

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77399712	CLEARGUARD PLUS
Serial Number:	77781126	TROPICAL COOL MAXX
Registration Number:	0850083	MONOCRYL
Registration Number:	0864818	MARATHON
Registration Number:	0920064	ELASTRON
Registration Number:	0989441	ELASTALL
Registration Number:	1116530	DIATHON
Registration Number:	1221354	TERRA-THANE
Registration Number:	1495582	CANYON TONE STAIN
Registration Number:	1657927	AQUATHON
Registration Number:	1714874	IN-WOOD
Registration Number:	1785097	UNI-TEX
Registration Number:	2188717	ROOFSHIELD
Registration Number:	2213876	BARRIERGUARD

CH \$540.00 77399712

900152397

**TRADEMARK
 REEL: 004133 FRAME: 0282**

Registration Number:	2220027	PREMIUMCOAT
Registration Number:	2617403	ADHERE-IT
Registration Number:	2641966	HYDRO STOP
Registration Number:	2701816	LONGEVITY BY DESIGN
Registration Number:	2706167	UC
Registration Number:	3244725	KYMAX
Registration Number:	3603876	GRAFFITI SHIELD

CORRESPONDENCE DATA

Fax Number: (414)978-8675
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414 277 5675
Email: marta.levine@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00250
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	01/19/2010

Total Attachments: 6

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as of December 18, 2009, by and from **QUEST CONSTRUCTION PRODUCTS, LLC**, (the "Assignor"), a Delaware limited liability company, whose principal address is N92 W14701 Anthony Avenue, Menomonee Falls, Wisconsin 53051, to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as Agent (the "Assignee") for lenders ("the Lenders") from time to time parties to that certain Loan Agreement dated as of February 28, 2007, as amended to date and as further amended or amended and restated by and among Raabe Company LLC, a Delaware limited liability company, Matrix System Automotive Finishes, LLC, a Delaware limited liability company, Quest Specialty Chemicals, Inc., a Delaware corporation, United Coatings Manufacturing Company, a Washington corporation ("United"), Hydro-Stop, LLC, a South Carolina limited liability company ("Hydro-Stop"), and Assignor, Assignee and the Lenders.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), all listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

WHEREAS, United and the Assignee have entered into a Security Agreement dated as of February 28, 2007 (as amended from time to time, the "United Security Agreement") pursuant to which United has granted to Assignee for the benefit of the Lenders, a security interest in all of United's personal property and assets, and United has executed a Confirmatory Assignment of Security Interest in United States Trademarks (the "United Assignment") dated as of February 28, 2007 in favor of the Assignee, for the benefit of the Lenders;

WHEREAS, the Hydro-Stop and the Assignee have entered into a Security Agreement dated as of November 13, 2007 (as amended from time to time, the "Hydro-Stop Security Agreement") pursuant to which Hydro-Stop has granted to Assignee for the benefit of the Lenders, a security interest in all of Hydro-Stop's personal property and assets, and Hydro-Stop has executed a Confirmatory Assignment of Security Interest in

United States Trademarks (the "Hydro-Stop Assignment") dated as of November 13, 2007 in favor of the Assignee, for the benefit of the Lenders;

WHEREAS, United and Hydro-Stop have merged with and into the Assignor pursuant to an Agreement and Plan of Merger dated December 18, 2009 by and among United and Hydro-Stop as the Merging Companies and the Assignor as the Surviving Company, and all trademarks and the goodwill of the business in connection therewith owned by either United or Hydro-Stop have been assigned to the Assignor;

WHEREAS, the security interests and liens created by the United Security Agreement, United Assignment, Hydro-Stop Security Agreement and Hydro-Stop Assignment are valid, effective, properly perfected and enforceable first priority security interests and liens in the trademarks and the goodwill of the business in connection therewith of United and Hydro-Stop, and the first perfected security interest of the Assignee, for the benefit of the Lenders in such trademarks and the goodwill of the business in connection therewith shall continue under the Security Agreement and this Confirmatory Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:


- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Loan Agreement) of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) the good will of the business in connection with the Trademarks, (3) all proceeds and products of the Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.
 - (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any

provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

QUEST CONSTRUCTION PRODUCTS, LLC

By: 
Name: Michael Beauregard
Title: Vice President, Treasurer
and Assistant Secretary

[Signature Page to Confirmatory Assignment of Security Interest
In United States Trademarks]

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

Michael Beaugard, known to me to be the V.P., Treasurer, & Asst. Secretary of **QUEST CONSTRUCTION PRODUCTS, LLC**, personally came before me this 17th day of December, 2009, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Trademarks on behalf of **QUEST CONSTRUCTION PRODUCTS, LLC**, and pursuant to authority duly received.

(SEAL)

Rebecca Byrd
Notary Public, State of: Michigan
My Commission: 5/14/2011

[Notary Page to Confirmatory Assignment of Security Interest
In United States Trademarks]

N-1

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS
U.S. TRADEMARKS

Mark	Reg. (App.) Number	Issue (Filing) Date
TROPICAL COOL MAXX and Design	(77-781,126)	(July 14, 2009)
CLEARGUARD PLUS	(77-399,712)	(February 18, 2008)
MONOCRYL	850,083	June 4, 1968
MARATHON	864,818	February 18, 1969
ELASTRON	920,064	September 14, 1971
ELASTALL	989,441	July 30, 1974
DIATHON	1,116,530	April 17, 1979
TERRA-THANE	1,221,354	December 28, 1982
CANYON TONE STAIN	1,495,582	July 12, 1988
AQUATHON	1,657,927	September 24, 1991
IN-WOOD	1,714,874	September 15, 1992
UNI-TEX	1,785,097	August 3, 1993
ROOFSHIELD	2,188,717	September 15, 1998
BARRIERGUARD	2,213,876	December 29, 1998
PREMIUMCOAT	2,220,027	January 26, 1999
ADHERE-IT	2,617,403	September 10, 2002
HYDRO STOP Stylized Letters	2,641,966	October 29, 2002
LONGEVITY BY DESIGN	2,701,816	April 1, 2003
UC and Design	2,706,167	April 15, 2003
KYMAX and Design	3,244,725	May 22, 2007
GRAFFITI SHIELD Block Letters	3,603,876	April 7, 2009

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