

Additional Conveying Parties:

RPM Wood Finishes Group, Inc.
22 South Center St.
P.O. Box 22000
Hickory, NC 28603

Kop-Coat, Inc.
436 Seventh Ave.
1850 Koppers Building
Pittsburgh, PA 15219

Guardian Protection Products, Inc.
22 South Center St.
P.O. Box 22000
Hickory, NC 28603

Chemical Specialties Manufacturing Corporation
901 North Newkirk Street
Baltimore, MD 21015

Day-Glo Color Corp
4515 St. Clair Avenue
Cleveland, OH 44103

Dryvit Systems, Inc.
One Energy Way
P.O. Box 1014
West Warwick, RI 02893

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Subsidiary	Trademark	Appl. No.	Reg. No.	Country	Reg. Date
Chemical Specialties Manufacturing Corporation	ABSORB-A-SPILL	73/592,292	1,445,734	United States of America	30-Jun-1987
Chemical Specialties Manufacturing Corporation	ABSORB-A-STAIN	73/513,235	1,378,644	United States of America	14-Jan-1986
Chemical Specialties Manufacturing Corporation	ADVANCED GENERATION	73/724,236	1,513,293	United States of America	22-Nov-1988
Chemical Specialties Manufacturing Corporation	BIOSOLV	73/116,133	1,094,163	United States of America	27-Jun-1978
Chemical Specialties Manufacturing Corporation	CALIBER (STYLIZED)	74/674,378	2,088,071	United States of America	12-Aug-1997
Chemical Specialties Manufacturing Corporation	CARPET APPEARANCE MANAGEMENT	73/326,616	1,243,191	United States of America	21-Jun-1983
Chemical Specialties Manufacturing Corporation	CHEMSPEC	73/073,453	1,045,307	United States of America	03-Aug-1976
Chemical Specialties Manufacturing Corporation	CHEMSPEC	72/297,033	878,449	United States of America	14-Oct-1969
Chemical Specialties Manufacturing Corporation	CHEMSPEC COMMERCIAL CONTRACTOR'S CHOICE	78/153,176	2,972,763	United States of America	19-Jul-2005
Chemical Specialties Manufacturing Corporation	CHEMTRACTOR	72/397,445	955,692	United States of America	20-Mar-1973
Chemical Specialties Manufacturing Corporation	DFC & DESIGN	77/411,846	3,601,264	United States of America	07-Apr-2009
Chemical Specialties Manufacturing Corporation	HELPMATE	73/604,006	1,429,767	United States of America	24-Feb-1987
Chemical Specialties Manufacturing Corporation	HIGH HEAT	75/552,764	2,371,671	United States of America	25-Jul-2000
Chemical Specialties Manufacturing Corporation	LIQUA-GEL	74/273,661	1,767,123	United States of America	27-Apr-1993
Chemical Specialties Manufacturing Corporation	ODOR-SOLV	75/639,311	2,409,400	United States of America	28-Nov-2000
Chemical Specialties Manufacturing Corporation	ONECLEAN	76/225,883	2,517,249	United States of America	11-Dec-2001
Chemical Specialties Manufacturing Corporation	ROTO-BRITE	74/476,948	2,010,460	United States of America	22-Oct-1996
Chemical Specialties Manufacturing Corporation	RX FOR SPOTTING	75/786,294	2,450,108	United States of America	08-May-2001
Chemical Specialties Manufacturing Corporation	SMOKE-SOLV	75/639,310	2,409,399	United States of America	28-Nov-2000
Chemical Specialties Manufacturing Corporation	SPRAY 'N GO	74/305,148	1,763,961	United States of America	13-Apr-1993



Subsidiary	Trademark	Appl. No.	Reg. No.	Country	Reg. Date
Chemical Specialties Manufacturing Corporation	STAIN SHIELD (STYLIZED)	73/037,650	1,021,829	United States of America	07-Oct-1975
Chemical Specialties Manufacturing Corporation	THE CLEANER'S CLUB	75/411,084	2,238,551	United States of America	13-Apr-1999
Chemical Specialties Manufacturing Corporation	WOOD-SOLV	78/708,730	3,336,468	United States of America	13-Nov-2007
Day-Glo Color Corp.	AEROGLO	75/777,099	2,430,487	United States of America	20-Feb-2001
Day-Glo Color Corp.	AQUABEST	73/611,653	1,430,775	United States of America	03-Mar-1987
Day-Glo Color Corp.	AURORA PINK	72/286,390	872,007	United States of America	01-Jul-1969
Day-Glo Color Corp.	AURORA PINK	72/350,069	915,365	United States of America	22-Jun-1971
Day-Glo Color Corp.	AURORA PINK	72/350,068	915,844	United States of America	06-Jul-1971
Day-Glo Color Corp.	DAY-GLO	71/618,772	562,386	United States of America	29-Jul-1952
Day-Glo Color Corp.	DAY-GLO & LOGO	76/059,732	2,721,889	United States of America	03-Jun-2003
Day-Glo Color Corp.	DAY-GLO (BLOCK LETTERS)	71/603,967	558,481	United States of America	06-May-1952
Day-Glo Color Corp.	GLOPRILL	75/776,842	2,523,213	United States of America	25-Dec-2001
Day-Glo Color Corp.	HI-TINT	74/085,423	1,691,075	United States of America	09-Jun-1992
Day-Glo Color Corp.	HI-TINT	73/385,746	1,260,335	United States of America	06-Dec-1983
Day-Glo Color Corp.	JAZZ COLORS	75/380,466	2,225,466	United States of America	23-Feb-1999
Day-Glo Color Corp.	SATURN YELLOW	73/674,060	1,589,590	United States of America	03-Apr-1990
Day-Glo Color Corp.	SPLASH	75/096,570	2,046,046	United States of America	18-Mar-1997
Day-Glo Color Corp.	STARFIRE	75/015,801	2,020,635	United States of America	03-Dec-1996
Day-Glo Color Corp.	VISIPRINT	73/204,514	1,137,135	United States of America	24-Jun-1980
Dryvit Systems Inc.	AQUAFLASH	78/510,738	3,086,640	United States of America	25-Apr-2006
Dryvit Systems Inc.	BACKSTOP	75/523,452	2,281,356	United States of America	28-Sep-1999
Dryvit Systems Inc.	GRANYTE	78/710,983	3,282,510	United States of America	21-Aug-2007
Dryvit Systems Inc.	SAND STORM	78/710,981	3,132,781	United States of America	22-Aug-2006
Dryvit Systems Inc.	TERRANEO	76/457,321	2,835,257	United States of America	20-Apr-2004

Subsidiary	Trademark	Appl. No.	Reg. No.	Country	Reg. Date
Dryvit Systems Inc.	WALL WIZARD	78/393,319	3,030,506	United States of America	13-Dec-2005
Guardian Protection Products, Inc.	G SHIELD DESIGN	78/628,599	3,173,362	United States of America	21-Nov-2006
Guardian Protection Products, Inc.	MIRACLE SEAL PLUS	78/977,256	3,275,285	United States of America	07-Aug-2007
Guardian Protection Products, Inc.	MIRACLEGUARD	78/624,641	3,161,891	United States of America	24-Oct-2006
Kop-Coat, Inc.	ALUMACOAT SR	78/907,603	3,317,905	United States of America	23-Oct-2007
Kop-Coat, Inc.	ALUMASPRAY	74/471,942	1,912,118	United States of America	15-Aug-1995
Kop-Coat, Inc.	COPPER TREAT	73/276,758	1,265,459	United States of America	31-Jan-1984
Kop-Coat, Inc.	KOP-COAT	74/248,962	1,783,776	United States of America	27-Jul-1993
Kop-Coat, Inc.	NP-1	73/696,925	1,537,066	United States of America	02-May-1989
Kop-Coat, Inc.	RAINCOAT	73/396,954	1,332,743	United States of America	30-Apr-1985
Kop-Coat, Inc.	SEAWORTHY	72/414,819	953,460	United States of America	20-Feb-1973
Kop-Coat, Inc.	TIMBERTREAT	73/492,372	1,351,279	United States of America	30-Jul-1985
Kop-Coat, Inc.	TRADEWINDS (STYLIZED)	71/583,786	531,545	United States of America	03-Oct-1950
Kop-Coat, Inc.	TRIB	74/636,034	2,003,673	United States of America	24-Sep-1996
Kop-Coat, Inc.	TRIBUCIDE	73/276,757	1,183,391	United States of America	29-Dec-1981
Kop-Coat, Inc.	VALVTECT (STYLIZED)	73/610,589	1,509,699	United States of America	25-Oct-1988
Kop-Coat, Inc.	WOODTREAT	72/181,090	780,522	United States of America	24-Nov-1964
Kop-Coat, Inc.	WOOLSEY	77/012,784	3,337,938	United States of America	20-Nov-2007
Kop-Coat, Inc.	WOOLSEY & DESIGN	71/686,411	624,339	United States of America	03-Apr-1956
Kop-Coat, Inc.	Z-SPAR (STYLIZED) & DESIGN	73/423,992	1,361,285	United States of America	24-Sep-1985
RPM Wood Finishes Group, Inc.	B TRADE MARK & DESIGN	73/004,623	1,017,238	United States of America	05-Aug-1975
RPM Wood Finishes Group, Inc.	BLENDAL	72/041,469	664,001	United States of America	08-Jul-1958
RPM Wood Finishes Group, Inc.	BRISTOL	72/063,359	684,953	United States of America	15-Sep-1959
RPM Wood Finishes Group, Inc.	DURACOAT	78/452,131	3,207,329	United States of America	13-Feb-2007




Subsidiary	Trademark	Appl. No.	Reg. No.	Country	Reg. Date
RPM Wood Finishes Group, Inc.	E-Z VINYL	78/452,154	3,164,590	United States of America	31-Oct-2006
RPM Wood Finishes Group, Inc.	FABRIC GUARD	72/393,668	966,358	United States of America	21-Aug-1973
RPM Wood Finishes Group, Inc.	FIL-STIK	77/206,070	3,539,399	United States of America	02-Dec-2008
RPM Wood Finishes Group, Inc.	LACOVER	72/041,467	663,999	United States of America	08-Jul-1958
RPM Wood Finishes Group, Inc.	M MOHAWK & DESIGN	75/310,034	2,371,430	United States of America	25-Jul-2000
RPM Wood Finishes Group, Inc.	MASTER-GEL	73/660,117	1,470,314	United States of America	29-Dec-1987
RPM Wood Finishes Group, Inc.	MILLPRIME	78/224,699	2,802,569	United States of America	06-Jan-2004
RPM Wood Finishes Group, Inc.	MOHAWK & DESIGN	72/254,795	846,130	United States of America	19-Mar-1968
RPM Wood Finishes Group, Inc.	OZ	72/460,220	997,412	United States of America	05-Nov-1974
RPM Wood Finishes Group, Inc.	PATCHALL	78/781,642	3,176,823	United States of America	28-Nov-2006
RPM Wood Finishes Group, Inc.	PENTHOUSE	72/197,994	788,325	United States of America	20-Apr-1965
RPM Wood Finishes Group, Inc.	PERFECT BLEND	77/313,341	3,667,312	United States of America	11-Aug-2009
RPM Wood Finishes Group, Inc.	POUR-N-WIPE	76/254,918	2,679,931	United States of America	28-Jan-2003
RPM Wood Finishes Group, Inc.	PROFESSIONAL FINISHING SYSTEM	78/705,077	3,263,565	United States of America	10-Jul-2007
RPM Wood Finishes Group, Inc.	PRO-MARK	77/206,049	3,568,950	United States of America	03-Feb-2009
RPM Wood Finishes Group, Inc.	QUICK FILL	77/334,350	3,680,555	United States of America	08-Sep-2009
RPM Wood Finishes Group, Inc.	RAPID PAD	72/041,468	664,000	United States of America	08-Jul-1958
RPM Wood Finishes Group, Inc.	ULTRA	78/705,124		United States of America	
RPM Wood Finishes Group, Inc.	VERSALAC	78/452,143	3,122,677	United States of America	01-Aug-2006
RPM Wood Finishes Group, Inc.	XPERT	77/206,084	3,539,400	United States of America	02-Dec-2008
TCI, Inc.	TCI (STYLIZED) & DESIGN	75/112,697	2,188,741	United States of America	15-Sep-1998

Additional trademark references from public databases:

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Day-Glo Color Corp. 4515 Saint Clair Avenue Cleveland, Ohio 44103-1268	DAY-GLO		RN:TM 11888	US State Q5 s-1	May 14, 1987
Day-Glo Color Corp. 4515 Saint Clair Avenue Cleveland, Ohio 44103-1268	DAY-GLO		RN:TM 11889	US State Q5 s-2	May 14, 1987
Dryvit Systems Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	DUROPLEX	SN:73-777041	RN:1,599,081	US Federal Q14 f-10	June 5, 1990
Dryvit Systems Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	PLEXTURE	SN:74-129955	RN:1,697,272	US Federal Q14 f-32	June 30, 1992
Dryvit Systems Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	POLYGLAZ	SN:74-129954	RN:1,701,280	US Federal Q14 f-33	July 21, 1992
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way Po Box 1014 West Warwick, Rhode Island 02893	PANZER	SN:73-317894	RN:1,203,572	US Federal Q14 f-30	August 3, 1982
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	ADEPS	SN:73-705129	RN:1,499,135	US Federal Q14 f-3	August 9, 1988
Dryvit Systems, Inc. (Rhode Island Corp.) P.O. Box 1014 One Energy Way West Warwick, Rhode Island 02893	DEMANDIT	SN:73-613168	RN:1,434,414	US Federal Q14 f-4	March 31, 1987

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	DETAIL MESH	SN:76-107808	RN:2,549,386	US Federal Q14 f-5	March 19, 2002
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	DRYFLEX	SN:74-378379	RN:1,810,365	US Federal Q14 f-6	December 14, 1993
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	DRYVIT DRYVIT	SN:77-491565	RN:3,660,034	US Federal Q14 f-7	July 28, 2009
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	DRYVIT and Design 	SN:72-324917	RN:1,016,491	US Federal Q14 f-8	July 22, 1975
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	DSI and Design 	SN:78-730689		US Federal Q14 f-9	
Dryvit Systems, Inc. One Energy Way West Warwick, RI 02893 UNITED STATES	DUROPLEX		RN:TMA729015	Canada Q14 ca-89	November 20, 2008
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	FACE VALUE FACE VALUE	SN:77-262498	RN:3,469,178	US Federal Q14 f-11	July 15, 2008
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	FAULUX FAULUX	SN:77-003161	RN:3,267,239	US Federal Q14 f-12	July 24, 2007
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	FEDDERLITE	SN:73-729148	RN:1,514,614	US Federal Q14 f-13	November 29, 1988
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	FREESTYLE FINISH	SN:73-340504	RN:1,246,381	US Federal Q14 f-14	July 26, 1983

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	GENESIS	SN:73-610560	RN:1,436,123	US Federal Q14 f-15	April 14, 1987
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	HARDCOAT (Stylized) hardcoat	SN:73-169648	RN:1,130,874	US Federal Q14 f-16	February 12, 1980
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	INFINITEX ADB	SN:74-579105	RN:1,961,131	US Federal Q14 f-17	March 5, 1996
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITEX QP	SN:74-579160	RN:1,961,132	US Federal Q14 f-18	March 5, 1996
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITEX SP	SN:74-579161	RN:1,971,917	US Federal Q14 f-19	April 30, 1996
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITEX SPF	SN:74-579162	RN:1,973,466	US Federal Q14 f-20	May 7, 1996
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITY	SN:76-378331	RN:2,710,976	US Federal Q14 f-21	April 29, 2003
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way, P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITY MD	SN:74-478309	RN:1,920,905	US Federal Q14 f-22	September 19, 1995
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way, P.O. Box 1014 West Warwick, Rhode Island 02893	INFINITY PE	SN:74-478310	RN:1,920,906	US Federal Q14 f-23	September 19, 1995


Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	MD SYSTEM	SN:74-487553	RN:1,926,466	US Federal Q14 f-24	October 10, 1995
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	METALITE	SN:73-737472	RN:1,556,840	US Federal Q14 f-25	September 19, 1989
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	MISCELLANEOUS DESIGN 	SN:73-429182	RN:1,301,699	US Federal Q14 f-26	October 23, 1984
Dryvit Systems, Inc. (Rhode Island Corp.) P.O. Box 1014 One Energy Way West Warwick, Rhode Island 02893	MISCELLANEOUS DESIGN 	SN:77-072886	RN:3,394,108	US Federal Q14 f-27	March 11, 2008
Dryvit Systems, Inc. (Rhode Island Corp.) P.O. Box 1014 One Energy Way West Warwick, Rhode Island 02893	MISCELLANEOUS DESIGN 	SN:77-531729	RN:3,611,555	US Federal Q14 f-28	April 28, 2009
Dryvit Systems, Inc. (Rhode Island Corp.) P.O. Box 1014 One Energy Way West Warwick, Rhode Island 02893	OUTSULATION OUTSULATION	SN:77-531744	RN:3,605,435	US Federal Q14 f-29	April 14, 2009
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	PE SYSTEM	SN:74-487560	RN:1,920,909	US Federal Q14 f-31	September 19, 1995
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	PRIMUS	SN:76-421184	RN:2,715,548	US Federal Q14 f-34	May 13, 2003

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	PRIMUS/ADHESIVE	SN:73-262517	RN:1,183,775	US Federal Q14 f-35	December 29, 1981
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	PRIZMS PRIZMS	SN:77-250854	RN:3,417,651	US Federal Q14 f-36	April 29, 2008
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	PRYMIT	SN:73-779335	RN:1,560,350	US Federal Q14 f-37	October 17, 1989
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	QUARZPUTZ	SN:73-262520	RN:1,188,662	US Federal Q14 f-38	February 2, 1982
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	QUARZTONE	SN:78-505344	RN:3,032,023	US Federal Q14 f-39	December 20, 2005
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	REFLECTIT REFLECTIT	SN:77-536856		US Federal Q14 f-40	
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	REVVIT	SN:73-438491	RN:1,302,335	US Federal Q14 f-41	October 30, 1984
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	SANDBLAST FINISH	SN:73-340505	RN:1,246,382	US Federal Q14 f-42	July 26, 1983
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	SANDPEBBLE	SN:76-377712	RN:2,668,898	US Federal Q14 f-43	December 31, 2002
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	SPRINT	SN:76-378330	RN:2,822,158	US Federal Q14 f-44	March 16, 2004

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. ONE ENERGY WAY, WEST WARWICK, RHODE ISLAND 02893, UNITED STATES	SPRINT		RN:TMA376057	Canada Q14 ca-105	November 23, 1990
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	STONE MIST	SN:73-763384	RN:1,545,396	US Federal Q14 f-45	June 27, 1989
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	STUCCO PLUS	SN:74-218555	RN:1,707,655	US Federal Q14 f-47	August 18, 1992
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	STUCCOAT	SN:74-483475	RN:1,909,104	US Federal Q14 f-46	August 1, 1995
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	TAFS TAFS	SN:78-770742	RN:3,180,443	US Federal Q14 f-48	December 5, 2006
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	THE STARTER	SN:73-613167	RN:1,509,745	US Federal Q14 f-49	October 25, 1988
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	TRIARCH TRIARCH	SN:77-049563	RN:3,267,621	US Federal Q14 f-50	July 24, 2007
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	ULTRALATION SYSTEM	SN:73-610561	RN:1,430,774	US Federal Q14 f-51	March 3, 1987
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	ULTRAMESH	SN:73-744781	RN:1,524,507	US Federal Q14 f-52	February 14, 1989
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	WEATHERLAST	SN:74-258235	RN:1,734,254	US Federal, Q14 f-53	November 24, 1992

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	WEATHERLASTIC	SN:76-443424	RN:2,707,033	US Federal Q14 f-54	April 15, 2003
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way P.O. Box 1014 West Warwick, Rhode Island 02893	WEATHERPATCH	SN:76-377919	RN:2,683,167	US Federal Q14 f-55	February 4, 2003
Dryvit Systems, Inc. (Rhode Island Corp.) One Energy Way West Warwick, Rhode Island 02893	WEATHERPRIME	SN:74-316547	RN:1,799,907	US Federal Q14 f-56	October 19, 1993
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	BAZOOKA	SN:76-456467	RN:3,011,750	US Federal Q28 f-57	November 1, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	CAPTAIN'S CAPTAIN'S	SN:76-608146	RN:3,010,333	US Federal Q28 f-58	November 1, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	DRIWRAP	SN:76-339196	RN:2,744,198	US Federal Q28 f-59	July 29, 2003
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	ENACT ENACT	SN:77-240495	RN:3,525,240	US Federal Q28 f-60	October 28, 2008
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	HORIZONS HORIZONS	SN:76-608029	RN:3,067,154	US Federal Q28 f-61	March 14, 2006
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	HYDROCOAT HYDROCOAT	SN:76-608027	RN:3,000,417	US Federal Q28 f-62	September 27, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	MOLDBLOCK	SN:78-329024	RN:3,230,485	US Federal Q28 f-63	April 17, 2007

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	MOLDSHIELD	SN:78-328913	RN:3,500,045	US Federal Q28 f-64	September 9, 2008
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	MOLDSHIELD MOLDSHIELD	SN:77-240465		US Federal Q28 f-65	
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	PETTIT PROTECT PETTIT PROTECT	SN:76-608150	RN:3,017,022	US Federal Q28 f-66	November 22, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	RUSTLOK RUSTLOK	SN:76-608148	RN:3,000,423	US Federal Q28 f-67	September 27, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	SOLUTIONS FOR BRIGHT LUMBER	SN:76-449424	RN:2,827,109	US Federal Q28 f-68	March 30, 2004
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	SPLASH ZONE SPLASH ZONE	SN:76-608147	RN:3,061,750	US Federal Q28 f-69	February 28, 2006
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	SR-21 SR-21	SN:76-607919	RN:3,052,517	US Federal Q28 f-70	January 31, 2006
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	SUPERNAVI	SN:78-101381	RN:2,745,150	US Federal Q28 f-71	July 29, 2003
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	TANO TANO	SN:76-556933	RN:2,995,616	US Federal Q28 f-72	September 13, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	TANOSTAR TANOSTAR	SN:76-557558	RN:2,995,620	US Federal Q28 f-73	September 13, 2005

Owner	Trademark	Ser/App. No.	Registration No.	Country	Registration Date
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	TRINIDAD TRINIDAD	SN:76-608576	RN:3,000,445	US Federal Q28 f-74	September 27, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	TRU-CORE TRU-CORE	SN:77-506243	RN:3,567,563	US Federal Q28 f-75	January 27, 2009
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	ULTIMA ULTIMA	SN:76-608028	RN:3,000,418	US Federal Q28 f-76	September 27, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	UNEPOXY UNEPOXY	SN:76-608026	RN:3,000,416	US Federal Q28 f-77	September 27, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	VALVTECT MARINE FUEL and Design 	SN:75-480768	RN:2,266,867	US Federal Q28 f-78	August 3, 1999
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	VIVID VIVID	SN:76-607907	RN:2,987,130	US Federal Q28 f-79	August 23, 2005
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	WOODLIFE	SN:71-412871	RN:365,947	US Federal Q28 f-80	March 21, 1939
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	WOODLIFE	SN:76-339197	RN:3,060,587	US Federal Q28 f-81	February 21, 2006
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	WOODLIFE IS INSIDE WOODLIFE IS INSIDE	SN:77-521045		US Federal Q28 f-82	

Owner	Trademark	Ser./App. No.	Registration No.	Country	Registration Date
Kop-Coat, Inc. (Ohio Corp.) 3020 William Pitt Way Pittsburgh, Pennsylvania 15238	WORKHORSE	SN:77-240409	RN:3,481,838	US Federal Q28 f-83	August 5, 2008
Rpm Wood Finishes Group, Inc. (Nevada Corp.) P.O. Box 22000, 22 South Center Street Hickory, North Carolina 28603	MOHAWK FINISHING PRODUCTS			US State Q23 s-87	April 11, 2005

Trade Names

- Kop-Coat, Inc.
- Pettit Paint
- ValvTect
- Specialty Products Holding Corp.
- RPM, Inc.
- Dryvit Holdings, Inc.
- Bondex International, Inc.
- Chemical Specialties Manufacturing Corp.
- Alteco Polymer Flooring
- Chemspec
- Chemspec, Inc.
- Chemspec-Hunnisett
- Day-Glo Color Corp.
- Day-Glo
- Dryvit Systems, Inc.
- Guardian Protection Products, Inc.
- Guardian Products, Inc.
- Masterseal
- Crypton
- RPM Wood Finishes Group, Inc.
- CCI
- CCI, Division of RPM Wood Finishes Group, Inc.
- Mohawk Finishing Products
- Behlen
- TCI, Inc.
- TCI Powder Coating, Inc.

Trademark Licenses

1. License Agreement, dated December 22, 2009, between Chemical Specialties Manufacturing Corp. and Greenguard Environmental Institute.
2. Supply and Distribution Agreement, dated October 2, 2008, between Guardian Protection Products, Inc. and Crypton, Inc.

3. Know-How and Distribution Agreement, dated February 4, 2004, between RPM Wood Finishes Group, Inc. and Friedrich Klumpp GmbH (includes co-branding of products).
4. License Agreement, dated April 29, 2009, between Kop-Coat, Inc. and Windsor Holding Co.
5. License Agreement, dated August 27, 2009, between Kop-Coat, Inc. and Sierra Pacific Industries.
6. License Agreement, dated 2010, between Kop-Coat, Inc. and Bright Wood Corp.
7. License Agreement, dated October 17, 1998, between Kop-Coat, Inc. and NCH Corp. regarding Diesel Guard.
8. License Agreement, dated May 16, 2002, between Kop-Coat Marine Group and Altex Coatings Limited (includes know-how).
9. Private Labeling and Trademark Agreement, dated January 22, 2010, between Kop-Coat, Inc. and Land 'N' Sea Distributing, Inc.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of June, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), a Massachusetts corporation ("Wachovia"), in its capacity as agent for the Lender Group and the Bank Product Provider (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, the Debtors (as hereinafter defined) have filed voluntary Chapter 11 bankruptcy cases referred to as In re Specialty Products Holding Corp., et al., Chapter 11 Case No. 10-11780 (the "Chapter 11 Cases"), currently pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Chemical Specialties Manufacturing Corporation, a Maryland corporation ("ChemSpec"), Day-Glo Color Corp., an Ohio corporation ("Day-Glo"), Dryvit Holdings, Inc., a Delaware corporation ("Dryvit Holdings"), Kop-Coat, Inc., an Ohio corporation ("Kop-Coat"), TCI, Inc., a Georgia corporation, ("TCI"), RPM Wood Finishes Group, Inc., a Nevada corporation ("RPM"), Guardian Protection Products, Inc., a Delaware corporation ("Guardian"), Dryvit Systems, Inc., a Rhode Island corporation ("Dryvit Systems"), and together with ChemSpec, Day-Glo, Dryvit Holdings, Kop-Coat, TCI, RPM and Guardian, each, individually, a "Borrower" and, collectively, the "Borrowers"), Specialty Products Holding Corp., an Ohio corporation, as Debtor and Debtor-in-Possession in the Chapter 11 Cases ("Parent"), the lenders party thereto as "Lenders" (such Lenders, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Guarantors are subject to the Financing Order (as defined in the Credit Agreement);

WHEREAS, pursuant to the General Continuing Guaranty, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty") by and among Parent, Bondex International, Inc., a Delaware corporation, as Debtor and Debtor-in-Possession in the Chapter 11 Cases ("Bondex", and together with Parent, each, a "Guarantor" or a "Debtor", and, collectively, the "Guarantors" or the "Debtors"), and Agent, the Guarantors have agreed to guarantee the payment and performance of the Guaranteed Obligations (as defined in the Guaranty) on the terms set forth in the Guaranty;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement, dated as of June 4, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

28. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

29. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and the Bank Product Provider, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

30. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

31. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

32. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

33. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an

original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

34. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

35. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

36. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

37. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A**

**COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN
CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written,

GRANTORS:

TCI, INC., a Georgia corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

**CHEMICAL SPECIALTIES
MANUFACTURING CORPORATION,** a
Maryland corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

RPM WOOD FINISHES GROUP, INC., a
Nevada corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

DAY-GLO COLOR CORP., an Ohio
corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

KOP-COAT, INC., an Ohio corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

DRYVIT SYSTEMS, INC., a Rhode Island
corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

**GUARDIAN PROTECTION PRODUCTS,
INC.,** a Delaware corporation

By: Edward W. Moore
Name: Edward W. Moore
Title: Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND),** a
Massachusetts corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS

TCI, INC., a Georgia corporation

By: _____
Name: _____
Title: _____

**CHEMICAL SPECIALTIES
MANUFACTURING CORPORATION**, a
Maryland corporation

By: _____
Name: _____
Title: _____

RPM WOOD FINISHES GROUP, INC., a
Nevada corporation

By: _____
Name: _____
Title: _____

DAY-GLO COLOR CORP., an Ohio
corporation

By: _____
Name: _____
Title: _____
Name: _____
Title: _____

KOP-COAT, INC., an Ohio corporation

By: _____
Name: _____
Title: _____

DRYVIT SYSTEMS, INC., a Rhode Island
corporation

By: _____
Name: _____
Title: _____

**GUARDIAN PROTECTION PRODUCTS,
INC.**, a Delaware corporation

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND)**, a
Massachusetts corporation

By: Richard A. Quinn
Name: Richard A. Quinn
Title: VP