

TO: MCOLINCHEY STAFFORD, PLLC COMPANY: 2711 N HASKELL AVENUE, SUITE 2700

AKD

4/20/10 01/13/2011



Electronic Version v1.1
 Stylesheet Version v1.1

103615461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Red Devil, Incorporated		04/14/2010	CORPORATION: NEW JERSEY
Red Devil International, Inc.		04/14/2010	CORPORATION: OKLAHOMA
Red Devil-Sandfast, LLC		04/14/2010	LIMITED LIABILITY COMPANY: OKLAHOMA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: United States of America

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2169460	ONETIME
Registration Number:	2133390	RD PRO
Registration Number:	0668527	DRAGON SKIN
Registration Number:	2664314	FOAM & FILL
Registration Number:	1498327	
Registration Number:	0853505	
Registration Number:	1474967	GELULON
Registration Number:	2864042	D.I.Y. DO IT YOURSELF
Registration Number:	1033529	D.I.Y.
Registration Number:	1138395	LIFETIME
Registration Number:	2289505	LIFETIME

CH 5015.00 2169460

TO:MCGLINCHEY STAFFORD, PLLC COMPANY:2711 N HASKELL AVENUE, SUITE 2700

Registration Number:	1742767	MASTERCUTTER
Registration Number:	0546576	
Registration Number:	1276975	ONE TIME
Registration Number:	0839608	RED DEVIL'S ADVOCATE
Registration Number:	1581107	SLAMSCRAPER
Registration Number:	1035055	SPEED DEMON
Registration Number:	0283383	STE-LIKE
Registration Number:	1042083	TSP 90
Registration Number:	1388842	WINDO-ZIPPER
Registration Number:	0988825	PATCH-A-WALL
Registration Number:	2242002	QUICK PAINT
Registration Number:	0984823	RED DEVIL
Registration Number:	0921393	RED DEVIL
Registration Number:	0335649	"RED DEVIL"
Registration Number:	0337409	RED DEVIL
Registration Number:	1042723	RED DEVIL
Registration Number:	1857671	RED DEVIL
Registration Number:	0985283	RED DEVIL
Registration Number:	0515716	RED DEVIL
Registration Number:	1013888	RED DEVIL
Registration Number:	1730057	RED DEVIL

CORRESPONDENCE DATA

Fax Number: (214)257-1818

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

Phone: 214-257-1700

Email: dpatty@mcglinchey.com

Correspondent Name: Mcglinchey Stafford, PLLC

Address Line 1: 2711 N Haskell Avenue, Suite 2700

Address Line 2: Attn: Dawn M. Rawls

Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER:	018898.0089
NAME OF SUBMITTER:	R. Andrew Patty II
Signature:	/R. Andrew Patty II/
Date:	04/20/2010

TO: MCGLINCHEY STAFFORD, PLLC COMPANY: 2711 N HASKELL AVENUE, SUITE 2700

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 14, 2010 by and between RED DEVIL, INCORPORATED., a New Jersey corporation, RED DEVIL INTERNATIONAL, INC., an Oklahoma corporation, and RED DEVIL-SANDBLAST, LLC, an Oklahoma limited liability company (each individually a "Grantor", and collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee").

WITNESSETH:

WHEREAS, Grantors own certain "Trademarks" (as defined below); and

WHEREAS, Grantors own certain "Patents" (as defined below); and

WHEREAS, pursuant to the terms of that certain Revolving Credit, Term Loan and Security Agreement dated as of April 14, 2010 among Grantors, as Borrowers, and Grantee, as Lender, (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantors have granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantors, including all right, title and interest of Grantor in, to and under the Trademark Collateral and Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Obligations";

WHEREAS, all capitalized terms used in this Agreement, but not defined herein shall have the meaning given to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, Grantors do hereby grant to Grantee the following:

1. A continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark in which any Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantors under any Trademark License, or for injury to the goodwill associated with

any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto;

(d) all reissues, extensions and renewals thereof;

(e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and

(f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

2. A continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether now owned or existing or hereafter acquired or arising:

(a) each Patent (including each design patent and patent application) in which any Grantor has any interest;

(b) each Patent License in which any Grantor has any interest; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent

and any Patent issuing from any application referred to in Schedule 2 hereto) and all rights and benefits of any Grantor under any Patent license.

As used herein:

“Patents” shall mean all now existing or hereafter in existence:

(a) letters patent and design letters patent of the United States or any other country and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including without limitation those described in Schedule 2 hereto;

(b) reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof;

(c) claims for, and rights to sue for, past or future infringements of any of the foregoing;

(d) income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof; and

(e) license or other agreement under which is granted or authorized any right with respect to any patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence.

3. Grantee may designate in writing, with full power of substitution, any party as any Grantor's true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing under the Security Agreement, to take with respect to the Trademark Collateral and/or the Patent Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and/or the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent and Trademark Security Agreement and to accomplish the purposes hereof.

4. Except to the extent expressly allowed in the Security Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral and/or Patent Collateral.

5. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interests in the Trademark Collateral and/or Patent 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.

IN WITNESS WHEREOF, Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of April, 2010.

RED DEVIL, INCORPORATED
a New Jersey corporation

By: William S. Lee
William S. Lee,
President and Chief Executive Officer

RED DEVIL INTERNATIONAL, INC.
an Oklahoma corporation

By: William S. Lee
William S. Lee,
President and Chief Executive Officer

RED DEVIL-SANDBLAST, LLC
an Oklahoma limited liability company

By: William S. Lee
William S. Lee,
President and Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____

herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of April, 2010.

RED DEVIL, INCORPORATED
a New Jersey corporation

By: _____
William S. Lee,
President and Chief Executive Officer

RED DEVIL INTERNATIONAL, INC.
an Oklahoma corporation

By: _____
William S. Lee,
President and Chief Executive Officer

RED DEVIL-SANDBLAST, LLC
an Oklahoma limited liability company

By: _____
William S. Lee,
President and Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION,
a Lender

By: _____
Name: Timothy L. Grier
Title: Vice President

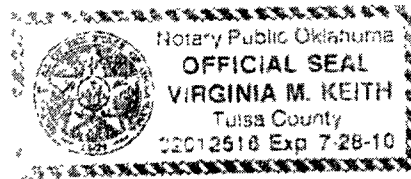
STATE OF OKLAHOMA

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COUNTY OF TULSA

On this 14th day of April, 2010, before me personally and in presence of the witness signing hereto came William S. Lee, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of RED DEVIL, INCORPORATED, a New Jersey corporation; and that he signed his name thereto on behalf of said corporation.

Virginia M. Keith
Notary Public, State of Oklahoma



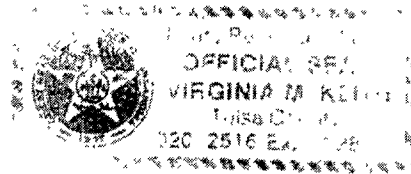
STATE OF OKLAHOMA

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COUNTY OF TULSA

On this 14th day of April, 2010, before me personally and in presence of the witness signing hereto came William S. Lee, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of RED DEVIL INTERNATIONAL, INC., an Oklahoma corporation; and that he signed his name thereto on behalf of said corporation.

Virginia M. Keith
Notary Public, State of Oklahoma



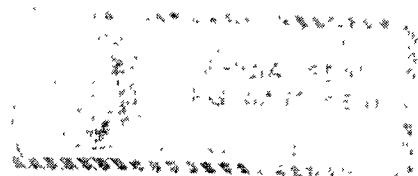
STATE OF OKLAHOMA

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COUNTY OF TULSA

On this 14th day of April, 2010, before me personally and in presence of the witness signing hereto came William S. Lee, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of RED DEVIL-SANDBLAST, LLC, an Oklahoma limited liability company; and that he signed his name thereto on behalf of said limited liability company.

Virginia M. Keith
Notary Public, State of Oklahoma



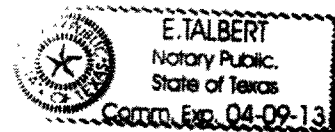
STATE OF TEXAS

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COUNTY OF DALLAS


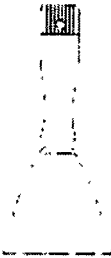



On this 14 day of April, 2010, before me personally came Timothy S. Culver, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of PNC BANK, NATIONAL ASSOCIATION, and that he was authorized to sign his name thereto.





E. Talbert
Notary Public



SCHEDULE I TO PATENT AND TRADEMARK SECURITY AGREEMENT






A. U.S. Trademarks and Trademark Registrations.

Mark	Registration No.	Serial No.
ONETIME	2169460	75/294549
RD PRO	2133380	75/156315
	668527	72/046243
FOAM & FILL	2664314	76/215440
	1498327	73/646689
	853505	72/245965
CELULON	1474987	73/666219
D.I.Y. DO IT YOURSELF 	2864042	76/333395
	1033529	73/047364

LIFETIME	1138395	73/197148
LIFETIME	2289505	75/416929
MASTERCUTTER	1742767	74/114562
	546576	71/579213
ONETIME	1276975	73/384141
RED DEVIL'S ADVOCATE	839606	72/254803
	1581107	73/754449
SPEED DEMON	1035955	72/367685
	263383	71/286209
TSP 90	1042063	73/063532
WINDO-ZIPPER	1388842	73/558155
PATCH-A-WALL	988625	72/443375
QUICK PAINT	2242002	75/323754
RD PRO	2133380	75/156315
Red Devil 	984823	72/429367
RED DEVIL	921393	72/345673
Red Devil	335649	71/366305
RED DEVIL	337409	71/375604

SCHEDULE 1 TO PATENT TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004454 FRAME: 0302

Red Devil 	1042723	73/047526
Red Devil 	1857671	74/448640
Red Devil 	985263	72/429365
Red Devil	515716	71/554156
Red Devil 	1013988	73/007230
 Red Devil	1736057	74/084842

- B. Licenses, where they exist, to use customers' trademarks granted to Red Devil, Incorporated by customers for whom Red Devil, Incorporated manufactures and packages product to be sold under customers' own labels.
- C. Licenses, where they exist, granted to Red Devil, Incorporated's distributors to use Red Devil, Incorporated's trademarks as part of distributorship agreements

SCHEDULE 2 TO PATENT AND TRADEMARK SECURITY AGREEMENT

A. U.S. Patent and Patent Registrations.

Patent No.	Inventor	Applicaiton. No.
7553221	Hope, et al.	11/538178
7131902	Hope	10/523183
5628433	Binder	08/641821
D389720	Warner, et al.	29/058143
5066136	Johnson	07/608023

B. License to use patent for collapsible tube and dispenser apparatus, entered into in 1998.