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

RKD

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 | CELULON |
| Registration Number: | 2864042 | D.I.Y. DO IT YOURSELF |
| Registration Number: | 1033529 | D.I.Y. |
| Registration Number: | 1138395 | LIFETIME |
| Registration Number: | 2289505 | LIFETIME |

CH $515.00 2169460

| | | |
|---|---|---|
| Registration Number: | 1742767 | MASTERCUTTER |
| Registration Number: | 0546576 | |
| Registration Number: | 1276975 | ONE TIME |
| Registration Number: | 0839606 | RED DEVIL'S ADVOCATE |
| Registration Number: | 1581107 | SLAMSCRAPER |
| Registration Number: | 1035955 | SPEED DEMON |
| Registration Number: | 0263383 | STE-LIKE |
| Registration Number: | 1042063 | TSP 90 |
| Registration Number: | 1388642 | WINDO-ZIPPER |
| Registration Number: | 0988625 | 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: | 0985263 | RED DEVIL |
| Registration Number: | 0515716 | RED DEVIL |
| Registration Number: | 1013988 | RED DEVIL |
| Registration Number: | 1736057 | 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: | 018898.0069 |
| 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
source=Red-Devil-Security-Agreement-as-filed#page1.tif
source=Red-Devil-Security-Agreement-as-filed#page2.tif
source=Red-Devil-Security-Agreement-as-filed#page3.tif
source=Red-Devil-Security-Agreement-as-filed#page4.tif
source=Red-Devil-Security-Agreement-as-filed#page5.tif
source=Red-Devil-Security-Agreement-as-filed#page6.tif
source=Red-Devil-Security-Agreement-as-filed#page7.tif
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source=Red-Devil-Security-Agreement-as-filed#page9.tif
source=Red-Devil-Security-Agreement-as-filed#page10.tif
source=Red-Devil-Security-Agreement-as-filed#page11.tif

# 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-SANDFAST, 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



TRADEMARK
REEL: 004454 FRAME: 0294

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



TRADEMARK
REEL: 004454 FRAME: 0295

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



TRADEMARK
REEL: 004454 FRAME: 0296

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-SANDFAST, LLC
an Oklahoma limited liability company

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

PNC BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____



TRADEMARK
REEL: 004454 FRAME: 0297

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-SANDFAST, LLC
an Oklahoma limited liability company

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

PNC BANK, NATIONAL ASSOCIATION,
a Lender

By: _____
Name: _____
Title: _____

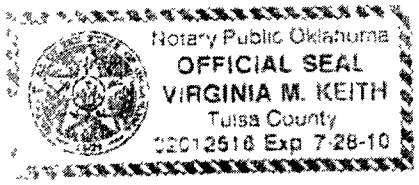


TRADEMARK
REEL: 004454 FRAME: 0298

STATE OF OKLAHOMA §
§
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.

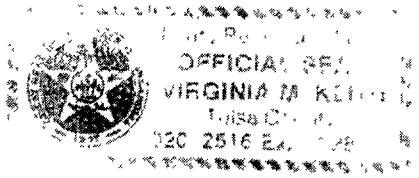
Virginia M. Keith
Notary Public, State of Oklahoma




STATE OF OKLAHOMA §
§
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.

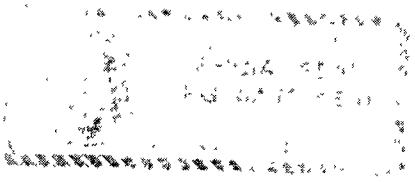
Virginia M. Keith
Notary Public, State of Oklahoma




STATE OF OKLAHOMA §
§
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-SANDFAST, 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





TRADEMARK
REEL: 004454 FRAME: 0299

STATE OF TEXAS §
§
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

E.TALBERT
Notary Public,
State of Texas
Comm. Exp. 04-09-13



TRADEMARK
REEL: 004454 FRAME: 0300

SCHEDULE 1 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 |
| SlimScraper | 1581107 | 73/754449 |
| SPEED DEMON | 1035955 | 72/367685 |
| STE-LIKE | 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 |

| | | |
|---|---|---|
| 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, Incorporation 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.



RECORDED: 04/20/2010
TRADEMARK
REEL: 004454 FRAME: 0304