

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
Roman Decorating Products, LLC	FORMERLY Blue & Gray Enterprises, LLC	11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	State Bank of the Lakes
Street Address:	440 Lake Street
City:	Antioch
State/Country:	ILLINOIS
Postal Code:	60002
Entity Type:	Illinois banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1866160	STRIP+
Registration Number:	1787302	ULTRA-PRIME
Registration Number:	1864130	ULTRA
Registration Number:	1005686	VINYL PREP
Registration Number:	1592656	R-35
Registration Number:	1380929	TEKNABOND
Registration Number:	1341843	R
Registration Number:	2229331	E-Z GEL
Registration Number:	1220482	GOLDEN HARVEST
Registration Number:	3633930	GOLDEN HARVEST
Registration Number:	1220484	
Registration Number:	1153568	BITE
Registration Number:	1709600	PROFESSIONAL
Registration Number:	2759136	E-Z HANG

TRADEMARK

OP \$740.00 1866160

Registration Number:	2959066	MILDEW GUARD
Registration Number:	3192630	MILDEW GUARD
Registration Number:	2934660	E-Z HANG
Registration Number:	3446619	ARMORTEX
Registration Number:	3384120	ROMAN ARCHITECTURAL FINISHES
Registration Number:	3384144	ROMAN ARCHITECTURAL FINISHES
Registration Number:	3464252	ARMORMETALLIX
Registration Number:	3335177	DON'T JUST STRIP WALLPAPER-DEVOUR IT!
Registration Number:	3455144	BARRACUDA
Registration Number:	3632135	ARMORSHIELD
Registration Number:	3686842	PURE METALLICS
Registration Number:	4135775	CHEETAH
Registration Number:	3752324	ROMAN THE NO.1 CONTRACTOR BRAND
Registration Number:	3898575	RX-35
Registration Number:	4057734	R ROLLING OUT GREEN

CORRESPONDENCE DATA

Fax Number: 3127826201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: nvolz@thompsoncoburn.com
 Correspondent Name: Nathan Volz - Thompson Coburn LLP
 Address Line 1: 55 East Monroe Street, 37th Floor
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	49774.127015
NAME OF SUBMITTER:	Nathan C. Volz
Signature:	/Nathan C. Volz/
Date:	12/03/2013

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of November 22, 2013, by **Blue & Gray Enterprises, LLC**, a Delaware limited liability company ("Borrower"), to State Bank of the Lakes, an Illinois banking corporation ("Lender").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower pursuant to that certain Loan and Security Agreement of even date herewith by and between Borrower and Lender (as may be amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Other Agreements, together with the Loan Agreement and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Agreement, Borrower granted to Lender a first position priority security interest and lien in and to all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, Borrower hereby grants and conveys Lender a first position priority security interest and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or

hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence of an Event of Default, and upon written notice to Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

A. Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. New Trademarks, Patents, Copyrights and Licenses. Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the

Liabilities in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

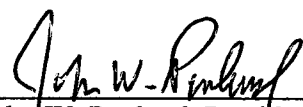
15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

BLUE & GRAY ENTERPRISES, LLC,
a Delaware limited liability company

By: 

John W. Penland, President


[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005165 FRAME: 0695

ACCEPTANCE

The undersigned, State Bank of the Lakes, accepts the foregoing collateral assignment of Intellectual Property.







STATE BANK OF THE LAKES,
an Illinois banking corporation



By: 
Name: Lynn M. Roth
Its: Vice President

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

Docket No.	Country	Mark	Filed	App. No.	Reg. Date	Reg. No.	Action Due
28472/00003/US	US	STRIP+	7/16/1993	74/413,204	12/6/1994	1,866,160	12/6/2014
28472/00007/CA	Canada	ULTRA-PRIME	12/2/1992	718063	11/29/1996	TMA466599	11/29/2026
28472/00007/US	US	ULTRA-PRIME	9/30/1991	74/200,044	8/10/1993	1,787,302	8/10/2023
28472/00013/US	US	ULTRA	10/19/1992	74/323,488	11/22/1994	1,864,130	11/22/2014
28472/00026/US	US	VINYL PREP	4/8/1974	73/018,241	3/4/1975	1,005,686	3/4/2015
28472/00027/US	US	R-35	9/12/1989	73/824,904	4/24/1990	1,592,656	4/24/2020
28472/00032/US	US	TEKNABOND	9/28/1984	73/501,555	2/4/1986	1,380,929	2/4/2016
28472/10000/CA	Canada		12/2/1992	718045	2/16/1996	TMA454088	2/16/2026
28472/10000/US	US		12/6/1984	73/512,282	6/18/1985	1,341,843	6/18/2015
28472/40008/US	US	ROMANARCHITECTURALFINISHES.COM	5/9/2005	--	--	--	5/9/2021
28472/60373/CA	Canada	E-Z GEL	9/13/1996	823252	6/18/2001	TMA546693	6/18/2016
28472/60373/US	US	E-Z GEL	7/9/1996	75/130,665	3/2/1999	2,229,331	3/2/2019
28472/60467/CA	Canada	GOLDEN HARVEST	12/24/1996	832386	12/19/2000	TMA538881	12/19/2015
28472/60467/US	US	GOLDEN HARVEST	6/15/1981	73/314,766	12/21/1982	1,220,482	12/21/2022
28472/60467A/CN	China	GOLDEN HARVEST	6/26/2008	6806948	9/28/2010	6806948	9/27/2020
28472/60467A/US	US	GOLDEN HARVEST	4/22/2008	77/454,512	6/9/2009	3,633,930	6/9/2015
28472/60468/CA	Canada		12/24/1996	832387	12/19/2000	TMA538882	12/19/2015
28472/60468/US	US		6/22/1981	73/315,694	12/21/1982	1,220,484	12/21/2022
28472/60469/US	US	BITTE	9/5/1979	73/230,261	5/12/1981	1,153,568	5/12/2021
28472/60473/US	US		9/11/1989	73/825,107	8/25/1992	1,709,600	8/25/2022
28472/60477/US	US	E-Z HANG	10/30/1999	75/569,210	9/2/2003	2,759,136	9/2/2023
28472/60486/CA	Canada	ULTRA PRO-880	6/12/2001	1105831	2/17/2004	TMA602474	2/17/2019
28472/60493/US	US		9/2/2003	76/541,856	6/7/2005	2,959,066	6/7/2015
28472/60493A/US	US	MILDEW GUARD	12/16/2005	78/774,788	1/2/2007	3,192,630	1/2/2017
28472/60494A/US	US	E-Z HANG	8/25/2003	76/977,083	3/22/2005	2,934,660	3/22/2015

Docket No.	Country	Mark	Filed	App. No.	Reg. Date	Reg. No.	Action Due
28472/60504/US	US	ARMORTEX	9/9/2005	78/709,752	6/10/2008	3,446,619	6/10/2014
28472/60512/US	US	ROMAN ARCHITECTURAL FINISHES	1/8/2007	77/077,985	2/19/2008	3,384,120	2/19/2018
28472/60512A/US	US		1/19/2007	77/086,325	2/19/2008	3,384,144	2/19/2018
28472/60514/US	US	ARMORMETALLIX	3/10/2006	78/834,478	7/8/2008	3,464,252	7/8/2014
28472/60516/US	US	DON'T JUST STRIP WALLPAPER DEVOUR IT!	8/7/2006	78/946,220	11/13/2007	3,335,177	11/13/2017
28472/60518A/US	US	BARRACUDA	11/8/2006	77/975,545	6/24/2008	3,455,144	6/24/2014
28472/60520/US	US	ARMORSHIELD	7/27/2007	77/240,394	6/2/2009	3,632,135	6/2/2015
28472/60521/US	US	PURE METALLICS	1/17/2008	77/374,234	9/22/2009	3,686,842	9/22/2015
28472/60523/CN	China	Planho	6/26/2008	6806947	5/28/2012	6806947	5/27/2018
28472/60524/US	US	CHEETAH	8/14/2008	77/546,881	5/1/2012	4,135,775	5/1/2018
28472/60526/US	US	ROMAN <small>THE NO.1 CONTRACTOR BRAND</small>	9/2/2009	77/818,824	2/23/2010	3,752,324	2/23/2016
28472/60527/US	US	RX-35	9/10/2009	77/824,021	1/4/2011	3,898,575	1/4/2017
28472/60529A/US	US		4/1/2010	85/975,753	11/15/2011	4,057,734	11/15/2017

SCHEDULE B

Patents and Patent Registrations

PATENTS

Docket No.	Country	First Inventor	Title	Filed	App. No.	Issued	Patent No.	Expires
28472/0033A/US	US	Russo, Gerald	WALLPAPER ADHESIVE	7/7/1995	08/499,208	12/16/1997	5,698,052	11/18/2013
28472/0034A/US	US	Russo, Gerald	WALLPAPER STRIPPER	3/27/1995	08/410,836	7/2/1996	5,531,919	11/18/2013
28472/40120/US	US	Houck, Merle	FLEXIBLE PAINT FOR WALLS AND CEILINGS	1/18/2005	11/039,247	1/13/2009	7,476,430	5/1/2026
28472/41597/AU	Australia	Houck, Merle	WATER-BASED FAUX FINISH AND METHODS	1/10/2007	2007210285	5/12/2011	2007210285	1/10/2027
28472/41597/US	US	Houck, Merle	WATER-BASED FAUX FINISH AND METHODS	1/30/2006	11/343,172	--	--	--

SCHEDULE C

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
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SCHEDULE D

License Agreements

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