

1. Name of conveying party(ies):

MRD 12-14-99



100949830

and address of receiving party(ies)

Mellon Bank, N.A.

Harrison Paint Corp.

- Individual(s)
- General Partnership
- Corporation-State of NJ
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 3, 1998

Internal Address: Edison Square West

Street Address: 2035 Lincoln Highway

City: Edison State: NJ ZIP: 08817

- Individual(e) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

01/21/1999 DCOATES 00000032 1898473

01 FC:481  
02 FC:482

40.00 DP  
350.00 DP

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

See Schedule A attached to Trademark Assignment of Security Agreement

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Herman, Esq.

Internal Address: Wilentz, Goldman & Spitzer

Street Address: 90 Woodbridge Center Drive

City: Woodbridge State: NJ ZIP: 07095

6. Total number of applications and registrations involved: see attached

7. Total fee (37 CFR 3.41).....\$ 390

- Enclosed \$835 for both agreements
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wilentz, Goldman & Spitzer

Name of Person Signing

Signature

Date

By: Desrie Mason-Jimerson

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**Schedule A**  
**Trademarks of Harrison Paint Corp. as of December , 1998**

Harrison Trademark	Number
Wooduck**	1,898,473
Defi-Rust**	1,900,268
Wonder Flow	1,901,401
Kilrust**	1,946,352
Dutch Standard***	1,900,267
Walk Gard *	75/369,873
PRYMAHYDZ *	75/369,872
Midland Specialty Coatings *	75/394,146
Versa-Seal	75,374,893
Enviro-Fresh *	75/509,023
Wall Charm	533,050
Wonder Glow	1,345,426
Wooden Shoe	1,318,823
Low Sheen	655,729
Harrison House	1,123,536

- \* Application
- \*\* Stylized Mark
- \*\*\* Logo Mark

NWK3: 369009.03

**TRADEMARK**  
**REEL: 1842 FRAME: 0908**

## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, HARRISON PAINT CORP., a corporation formed under the laws of the State of Ohio ("Borrower") located at 1329 Harrison Avenue, Canton, Ohio 44711, has adopted, used is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the attached Schedule A; and

WHEREAS, Borrower is obligated to Mellon Bank, N.A. ("Bank") located at Edison Square West, 2035 Lincoln Highway, Edison, New Jersey 08817, pursuant to a certain Loan and Security Agreement dated the date hereof among Borrower, and others, as may be amended, restated and/or extended from time to time (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Borrower is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefore, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

The Borrower represents and warrants that it is the true and lawful owner of all the Marks listed on Schedule A and said Marks constitute all the United States Marks registered in the United States Patent and Trademark Office and all applications for the United States Marks that the borrower now owns. The Borrower agrees on a semi-annual basis to execute and deliver additional Trademark Assignments of Security with respect to any new Mark in which the Borrower hereinafter obtain rights. The Borrower further warrants that it is not aware of any third party claim that any of the aspects of the Borrower's present or contemplated business operations infringes or would not infringe on any Mark. The Borrower grants to the Bank the absolute power of attorney to sign, upon the occurrence and continuation of any Event of Default (as defined in the Agreement), any document which is required by the United States Patent and Trademark Office in order to effectuate an absolute assignment of all right, title and interest in each Mark and record of the same.

The Borrower hereby agrees not to divest itself of any right under any Mark, which divest would have a material adverse effect on the Borrower's business, its properties or its ability to performance its obligations under the Agreement.

The Borrower agrees to promptly, upon learning thereof, furnish the Bank in writing all pertinent information available to the Borrower with respect to any infringement or other violation of the Borrower's right in any Mark, which infringement or violation could have a material adverse effect on the Borrower, its properties or its ability to perform its obligations under the Agreement and other Loan Documents (as defined in the Agreement). The Borrower further agrees to prosecute any Persons infringing upon any Mark to the extent such infringement has a material adverse affect on the Borrower, its properties or its ability to perform its obligations under the Agreement or other Loan Documents.

If an Event of Default shall occur and be continuing, the Bank may take any and all of the following actions (which actions will be in addition to any rights and remedies it has under the Agreement or any other Loan Document);

( i ) Declare that the entire right, title and interest of the Borrower in any Mark shall immediately vest in the Bank or its designee, in which case the Bank shall be entitled to exercise the power of attorney referred to above;

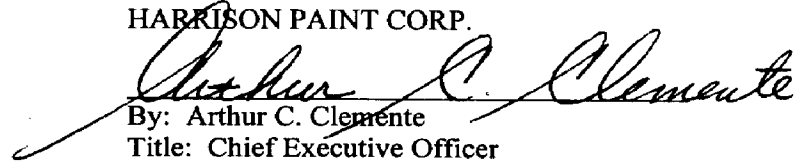
(ii) Take and practice or sell any Mark;

(iii) Direct the Borrower to refrain, in which the case the Borrower shall refrain, from utilizing any Mark, directly or indirectly, and Borrower shall execute such other and further documents as the Bank may request further to confirm this and to transfer ownership to any Mark to the Bank or its designee.

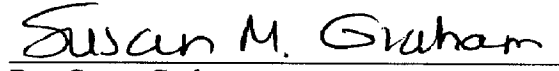
Bank expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: WOODBRIDGE, NEW JERSEY  
December 3, 1998

HARRISON PAINT CORP.

  
By: Arthur C. Clemente  
Title: Chief Executive Officer

MELLON BANK, N.A.

  
By: Susan Graham  
Title: Vice President

