Mun 7-28-99

FORM PTO 1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

08-03-1999

101108500

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Cc ... ecord the attached original documents or copy thereof.

1. Name of conveying party(ies):
Wagner Spray Tech Corporation
1770 Fernbrook Lane
Plymouth, Minnesota 55447

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal Address: MPFP2805
Street Address: 601 Second Avenue South
City: Minneapolis State: Minnesota ZIP: 55402
☐ Individual(s)
☒ Association National
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: April 30, 1999

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

A. Trademark Application No.(s)
See Exhibit A attached hereto

B. Trademark Registration No.(s)
See Exhibit A attached hereto

1211295

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elizabeth C. Buckingham
Internal Address: Dorsey & Whitney LLP
Street Address: 220 South Sixth Street
City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved:. 41

7. Total fee (37 CFR 3.41). . . . . .$ 1040.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:
04-1420

(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.

Elizabeth C. Buckingham — Name of person Signing
Elizabeth C. Buckingham — Signature
July 29, 1999 — Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/02/1999 DNGUYEN 00000152 1211295

01 FC:481 40.00 OP
02 FC:482 1000.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A

WAGNER SPRAY TECH CORPORATION

UNITED STATES
Trademarks

Mark	Reg. No.	Issue Date
AIR-COAT	1,211,295	10/5/82
ALL GUARD	2,169,066	6/30/98
AMSPRAY	1,328,052	4/2/85
AQUA STORM & Design	1,808,343	11/30/93
AS (Stylized)	1,392,952	5/13/86
CARSPRAY & Design	1,314,339	1/15/85
CORDLESS PAINTER	1,736,084	12/1/92
DOUBLE DUTY	1,448,149	7/21/87
FINECOAT	1,680,822	3/24/92
LINE CREW	1,413,046	10/14/86
M MILWAUKEE and Design	1,437,205	4/21/87
MASK-IT	1,376,461	12/17/85
PAINT MATE	2,219,461	1/19/99
PAINT MATE	2,176,105	7/28/98
PAINT-N-ROLL	1,642,079	4/23/91
PAINTER DOWN	1,398,886	6/24/86
POWER BRUSH	75/535,249	8/12/98
POWER GAUGE	2,170,503	6/30/98
POWER PAINTER	1,097,941	8/1/78
POWER ROLLER	1,228,813	2/22/83
POWERCAULK (Stylized)	1,953,817	1/30/96
PUMP SAVER	2,065,038	5/27/97
R-10	1,417,432	11/18/86
ROLL AWAY and Design	1,920,709	9/19/95
ROLLERGRIP and Design	1,788,117	8/17/93
ROLLERWALL	1,771,432	5/18/93
ROLLERWASH	1,710,744	8/25/92
SOFTPULL	2,129,958	1/20/98
THE PAINT CREW	1,239,995	5/31/83
THE RIGHT TOOL FOR PAINTING	1,415,399	10/28/86
THE RIGHT TOOL FOR PAINTING	1,540,148	5/23/89
VERSATIP	2,017,573	11/19/96
WAGNERPLUS	1,791,856	9/7/93
WAKAT	2,188,463	9/8/98
Design Only	1,372,136	11/26/85
Design Only	1,441,041	6/2/87

EXHIBIT A

UNITED STATES
Trademark Applications

Mark	App. No.	Filing Date
FINECOAT	75/342,944	8/18/97
LUMBERJACK	75/237,611	2/6/97
POWER BRUSH	75/535,249	8/12/98
RC	75/426,444	1/30/98
WALLMAGIC	75/404,419	12/12/97

M2:20237946.01

COLLATERAL ASSIGNMENT OF TRADEMARKS
(Wagner Spray Tech Corporation)

This Collateral Assignment of Trademarks (the "Assignment"), dated as of April 30, 1999, is made and given by WAGNER SPRAY TECH CORPORATION, a Minnesota corporation, (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as "Collateral Agent" (in such capacity, and together with any successor in such capacity, hereinafter called "Assignee"), for the benefit of the "Banks" as defined in the "Credit Agreements" (as defined below).

RECITALS

A. Wagner Holdings Inc., as Borrower (the "Debtor"), and Wagner International AG, as Guarantor, Deutsche Bank AG, as Arranger, Credit Suisse AG, St. Gallen, Deutsche Bank Luxembourg S.A. and Landesbank Baden-Wurttemberg, as Banks, and Deutsche Bank Luxembourg S.A., as Agent, have entered into a Multi-Currency Credit Facilities Agreement dated as of the date hereof, and Wagner Holdings Inc., as Borrower, and U.S. Bank National Association, as Agent and as a Bank, have entered into that certain [Credit Agreement] of even date herewith (as either may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreements") pursuant to which the Banks have agreed to extend certain credit accommodations.

B. The Assignor is a wholly owned subsidiary of the Debtor and expects to receive a portion of the proceeds of the loans made available by the Banks to the Debtor under the Credit Agreements.

C. It is a condition precedent to the obligation of the Banks to extend credit accommodations pursuant to the terms of the Credit Agreements that this Assignment be executed and delivered by Assignor.

D. The Assignor owns and has adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered, or application has been made for such registration, as noted in Exhibit A, in the United States Patent and Trademark Office (the "Trademarks").

E. The Assignor and the Assignee have entered into a Security Agreement (Guarantor) dated as of the date hereof (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Security Agreement") pursuant to which the Assignor has granted to the Assignee a security interest in the property described in the Security Agreement, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks used by the Assignor, trademarks, trade names, copyrights, patents, inventions and trade secrets.

F. The Assignor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignor.

NOW, THEREFORE, in consideration of the premises and to induce the Banks to extend credit accommodations under the Credit Agreements, the parties hereto agree as follows:

1. Capitalized terms used in this Agreement shall have the meanings given in that certain Intercreditor Agreement of even date herewith between Deutsche Bank Luxembourg S.A., as Agent, and U.S. Bank National Association, as Agent.

2. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications for trademarks used by the Assignor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and for the benefit of the Banks, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of an Event of Default under the Credit Agreements and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignment shall have no effect. Nothing in this Assignment or the Security Agreement shall constitute an assignment of or grant of a security interest in any intent-to-use applications for trademarks filed by the Assignor.

3. The Assignor hereby covenants and warrants that:

(a) the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) except as set forth in Exhibit B, no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

TRADEMARK
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(e) the Assignor will be, until the Obligations shall have been satisfied in full and the Credit Agreements shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any material infringement or other litigation at the request of the Assignee.

4. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 7, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

5. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any "in-use" trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 2 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any such future trademark or trade name.

6. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except the granting of limited licenses in the ordinary course of the Assignor's business and consistent with the Assignor's past practice.

7. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by the Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction (which the Assignor agrees the Assignee may do at any time, in the Assignee's sole and unlimited discretion but at the Assignor's expense) or to perfect the Assignee's interest in any Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Credit Agreements shall have been terminated in accordance with their terms and all Obligations have been satisfied, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary

TRADEMARK
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or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreements, as defined therein.

8. Until the Credit Agreements shall have been terminated in accordance with their terms and all Obligations have been satisfied, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee (which counsel shall include the Assignor's current counsel for such matters), (i) to prosecute diligently any Trademark application pending as of the date of this Assignment or thereafter which a prudent person would prosecute; (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. Except for abandonments that are desirable in the reasonable business judgment of the Assignor and are made in the ordinary course of the Assignor's business, the Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

9. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

10. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

11. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

TRADEMARK
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14. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and the Banks.

15. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, either Credit Agreement or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

Assignor:

WAGNER SPRAY TECH CORPORATION

By _____
Sean C. James

Name _____

Title CEO

Address for Assignor:

1770 Fernbrook Lane
Plymouth, MN 55447
Attention: President
Fax Number: (612) 553-7254

TRADEMARK
REEL: 001937 FRAME: 0470

EXHIBIT A

WAGNER SPRAY TECH CORPORATION

UNITED STATES
Trademarks

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ROLLERWASH	1,710,744	8/25/92
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THE RIGHT TOOL FOR PAINTING	1,540,148	5/23/89
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POWER BRUSH	75/535,249	8/12/98
RC	75/426,444	1/30/98
WALLMAGIC	75/404,419	12/12/97

M2:20237946.01

CONTINUATION OF ITEM 4

WAGNER SPRAY TECH CORPORATION

MINNESOTA
Trademarks

Mark	Reg/App No.	Issue/Filing Date
LUMBERJACK	27,337	4/9/98
TURN-N-CLEAN	22,164	4/8/94

M2:20237946.01

DORSEY & WHITNEY LLP

MINNEAPOLIS
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LONDON
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HONG KONG
DES MOINES
ROCHESTER
COSTA MESA

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FAX: (612) 340-2868

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GREAT FALLS

ELIZABETH C. BUCKINGHAM
(612) 343-2178
FAX (612) 340-8856
buckingham.elizabeth@dorseylaw.com

July 29, 1999

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Trademark Security Agreement from Wagner Spray Tech Corporation to U.S. Bank National Association
Our File: 0117

Dear Sir:

Enclosed herewith in connection with the recordation of the above security agreement are the following documents:

1. Collateral Assignment of Trademarks from Wagner Spray Tech Corporation to U.S. Bank National Association;

2. Recordation Form Cover Sheet (with attached Exhibit A); and

3. Check in the amount of $1040.00 to cover the recording fee.

Express Mail mailing label number EL303048703 US

Date of Deposit July 29, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington D.C. 20231

Chris Friauf
Name

Chris Friauf
Signature

A return postcard is also enclosed on which the stamped date of receipt would be appreciated. Please charge any additional fees or credit any overpayment to our Deposit Account No. 04-1420.

Very truly yours,

Elizabeth C. Buckingham

Elizabeth C. Buckingham

ECB:ljr/jah
Enclosures