

RECORDED

04-01-2003



102405387

Docket No.:

FLE186/16003

Tab settings

To the Honorable Commissioner of Patent

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cornerstone Products, Inc.

3-17-03

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation

Internal Address:

Street Address: 5950 Sherry Lane, Suite 300

City: Dallas State: TX ZIP: 75225

- Individual(s)
- General Partnership
- Corporation-State **Oklahoma**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Rhode Island**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: 02/07/2003

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,528,712 2,462,616

Additional numbers Yes No

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

Name: Barry Bumgardner

Internal Address:

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX ZIP: 75201

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

2

7. Total fee (37 CFR 3.41):.....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365

03/28/2003 DBYRNE 00000056 2528712

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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.

Barry Bumgardner
Name of Person Signing

Signature

March 14, 2003
Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

TRADEMARK SECURITY AGREEMENT

WHEREAS, Cornerstone Products, Inc., an Oklahoma corporation ("**Pledgor**") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement (the "**Loan and Security Agreement**") dated as of February 7, 2003, between Pledgor and Fleet Capital Corporation, a Rhode Island corporation ("**Lender**"), Pledgor has granted to Lender a security interest in certain assets of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademark Collateral (defined below) of Pledgor, and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Pledgor does hereby assign to Lender, a continuing security interest in all of Pledgor's 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 presently existing or hereafter created or acquired:

(a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, if any, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (1) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (2) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7th day of February, 2003.

CORNERSTONE PRODUCTS, INC., an
Oklahoma corporation

By:  _____

Reggie Sullivan
Chief Executive Officer

FLEET CAPITAL CORPORATION, a Rhode
Island corporation

By:  _____

Larry Trussell
Vice President

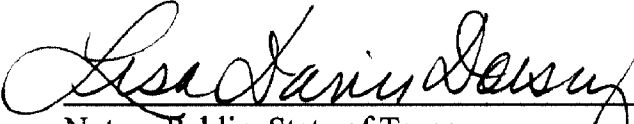
ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

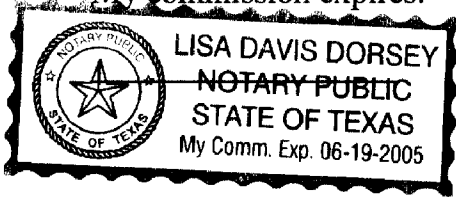
This instrument was acknowledged before me on February 7, 2003, by Reggie Sullivan, Chief Executive Officer of Cornerstone Products, Inc., an Oklahoma corporation, on behalf of said corporation.



Notary Public, State of Texas
LISA DAVIS DORSEY

(printed name)

My commission expires:



ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was acknowledged before me on February 7, 2003, by Larry Trussell, Vice President of Fleet Capital Corporation, a Rhode Island corporation, on behalf of said corporation.

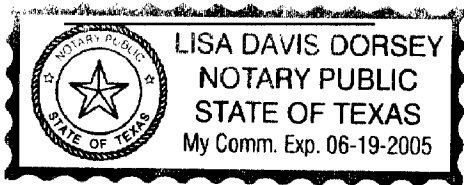
Lisa Davis Dorsey

Notary Public, State of Texas

Lisa Davis Dorsey

(printed name)

My commission expires:



SCHEDULE 1

TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registration Number	Registration Date	Mark	Country
2528712	January 8, 2002	Lok-Top	United States
2462616	June 19, 2001	Cornerstone	United States

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

UNREGISTERED TRADEMARKS

None

TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

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2528712	January 8, 2002	Lok-Top	United States
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Schedule 1-1