## 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
ECKER ENTERPRISES, INC.		03/31/2003	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
Internal Address:	Suite 1743
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

### PROPERTY NUMBERS Total: 12

Property Type	Number
Registration Number:	2278125 AN ECKER ENTERPRISES COMPANY M. ECKER & CO., INC.
Registration Number:	2281549 E
Registration Number:	2295710 E
Registration Number:	2278124 AN ECKER ENTERPRISES COMPANY M. ECKER & CO., INC.
Registration Number:	2278123 AN ECKER ENTERPRISES COMPANY M. ECKER & CO. OF FLORIDA, INC.
Registration Number:	2278122 AN ECKER ENTERPRISES COMPANY M. ECKER &CO. OF FLORIDA, INC.
Registration Number:	2279398 AN ECKER ENTERPRISES COMPANY GYPSUM CONSTRUCTION, INC.
Registration Number:	2295709 AN ECKER ENTERPRISES COMPANY GYPSUM CONSTRUCTION, INC.
Registration Number:	2392087 AN ECKER ENTERPRISES COMPANY M. ECKER & CO. OF ILLINOIS, INC.
	2411176 AN ECKER ENTERPRISES COMPANY M. ECKER

TRADEMARK REEL: 002717 FRAME: 0725

900001899

Registration Number:	& CO. OF ILLINOIS, INC.
Registration Number:	2375984 AN ECKER ENTERPRISES COMPANY GYPSUM CONSTRUCTION SOUTH, INC.
Registration Number:	2379982 AN ECKER ENTERPRISES COMPANY GYPSUM CONSTRUCTION SOUTH, INC.

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3319

Email: mroberts@sidley.com
Correspondent Name: Elisabeth A. Evert
Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 17038-30090

NAME OF SUBMITTER: M. Susan Roberts

#### Total Attachments: 14

source=TSA-LaSalle#page1.tif

source=TSA-LaSalle#page2.tif

source=TSA-LaSalle#page3.tif

source=TSA-LaSalle#page4.tif

source=TSA-LaSalle#page5.tif

source=TSA-LaSalle#page6.tif

source=TSA-LaSalle#page7.tif

source=TSA-LaSalle#page8.tif

source=TSA-LaSalle#page9.tif

source=TSA-LaSalle#page10.tif

source=TSA-LaSalle#page11.tif

source=TSA-LaSalle#page12.tif

source=TSA-LaSalle#page13.tif

source=TSA-LaSalle#page14.tif

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of March 31, 2003, by and between ECKER ENTERPRISES, INC. (the "Company"), the subsidiaries of the Company that are or may from time to time become parties hereto (collectively, the "Party Subsidiaries"), (the Company and the Party Subsidiaries being collectively referred to as the "Borrowers"), and LASALLE BANK NATIONAL ASSOCIATION (the "Bank") as lender to the Company.

#### WITNESSETH:

WHEREAS, the Borrowers and the Bank are parties to that certain Credit Agreement dated as of March 31, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Bank has agreed to make loans to, and issue or participate in Letters of Credit for the account of, the Borrowers;

WHEREAS, the Borrowers and the Bank are parties to that certain Security Agreement dated as of March 31, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which the Company and each Party Subsidiary has granted a security interest in certain of their assets to the Bank for the benefit of the Bank; and

WHEREAS, the Bank has required the Borrowers to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of (a) the Collateral and (b) all of the Borrowers' obligations and liabilities under the Loan Documents (such obligations and liabilities, together with the Borrowers', being hereinafter referred to as the "Liabilities"), and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Bank under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Company and each Party Subsidiary agrees as follows:

#### 1. Defined Terms.

- (a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.
- (b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and <u>vice versa</u>, unless otherwise specified.
- 2. <u>Incorporation of Premises</u>. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.
- 3. <u>Security Interest in Trademarks</u>. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Company and each Party Subsidiary hereby grants to the Bank, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Company's and each Party Subsidiary's now owned or existing and hereafter acquired or arising:
  - (i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's and each Party Subsidiary's business symbolized by the foregoing and connected therewith, and (e) all of the Company's and each Party Subsidiary's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in <u>clauses (a)-(e)</u> in this <u>paragraph 3(i)</u>, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
  - (ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether the Company or such Party Subsidiary is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Company or such Party Subsidiary and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Bank with respect to the Company's or such Party Subsidiary's interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by the Company or such Party Subsidiary to the Bank is prohibited by the terms and provisions of the agreement,

document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; <u>provided</u>, <u>however</u>, that if and when the prohibition which prevents the granting by the Company or such Party Subsidiary to the Bank of a security interest in any Excluded Property is removed or otherwise terminated, the Bank will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

- 4 New Trademarks and Licenses. The Company and each Party Subsidiary represent and warrant that, as of the Closing Date, (a) the Trademarks listed on Schedule A include all of the domestic federally-registered trademarks, trademark applications, registered service marks and service mark applications owned or held by the Company or such Party Subsidiary, (b) the Licenses listed on Schedule B include all of the exclusive trademark license agreements and service mark license agreements under which the Company and/or such Party Subsidiary is the licensee or licensor that are material to the Company's or the Party Subsidiarys' business, taken as a whole and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Company or such Party Subsidiary to any Person other than the Bank, except Liens permitted by Section 10.8 of the Credit Agreement. If, prior to the termination of this Agreement, the Company or any Party Subsidiary shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications or (ii) enter into any new exclusive trademark license agreement or service mark license agreement that is material to the business of the Company or any Party Subsidiary, taken as a whole, the provisions of paragraph 3 above shall automatically apply thereto. The Company or the relevant Party Subsidiary shall give to the Bank written notice of events described in clauses (i) and (ii) of the preceding sentence on an annual basis or, after the occurrence and during the continuance of a Default, upon the request of the Bank. The Company and each Party Subsidiary hereby authorize the Bank to modify this Agreement unilaterally (i) by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks and service mark applications of the Company or such Party Subsidiary and by amending Schedule B to include any future exclusive trademark license agreements and service mark license agreements of the Company or such Party Subsidiary that are material to the business of the Company or such Party Subsidiary, taken as a whole, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 4 and (ii) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and exclusive trademark license agreements and service mark license agreements. Notwithstanding anything to the contrary contained herein, under no circumstances shall any Borrower be deemed to have granted, nor shall the Bank receive, a security interest in any intent-to-use trademark application until such time as the applicable borrower files an amendment to allege use or statement of use with respect to such application with the United States Patent and Trademark Office.
- 5. Royalties. The Company and each Party Subsidiary hereby agree that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies to the extent expressly permitted under paragraph 12 or pursuant to the Security Agreement after the occurrence and during the continuance of an Event of Default shall be coextensive with the Company's or such Party Subsidiary's rights

thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to the Company or such Party Subsidiary.

- 6. <u>Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest</u>. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities (other than contingent Liabilities) have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. When this Agreement has terminated, the Bank shall promptly execute and deliver to the Company and each Party Subsidiary, at the Company's and each Party Subsidiary's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses.
- Duties of the Company and Each Party Subsidiary. The Company and 7. each Party Subsidiary shall have the duty, to the extent necessary in the normal conduct of the Company's and such Party Subsidiary's business, as determined in the reasonable discretion of the Company and such Party Subsidiary, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks, in each case, to the extent the failure to do so would reasonably be expected to have a Material Adverse Effect. The Company and each Party Subsidiary further agree (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary in the normal conduct of the Company's or such Party Subsidiary's business, as determined in the reasonable discretion of the Company or such Party Subsidiary, without the prior written consent of the Bank, except to the extent such abandonment would not reasonably be expected to have a Material Adverse Effect and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary, as determined in the Company's or the Party Subsidiary's reasonable discretion, in the operation of the Company's or such Party Subsidiary's business, except to the extent the failure of such Trademarks or Licenses to be in effect would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Company or the applicable Party Subsidiary. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may do so at its option after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the sole account of the Company or the applicable Party Subsidiary and shall be added to the Liabilities secured hereby.
- 8. The Bank's Right to Sue. Following the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Company and the applicable Party Subsidiary shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents reasonably required by the Bank in aid of such enforcement. The Company or the applicable Party Subsidiary shall, upon demand, promptly reimburse the Bank for all reasonable out-of-pocket costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 8

(including, without limitation, reasonable fees and expenses of outside attorneys and paralegals for the Bank).

- 9. <u>Waivers</u>. The Bank's failure, at any time or times hereafter, to require strict performance by the Company or any Party Subsidiary of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Company and the Bank or any Party Subsidiary and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Company or any Party Subsidiary contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to the Company or the applicable Party Subsidiary specifying such suspension or waiver.
- 10. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. 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 hereof, 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.
- 11. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>paragraph 4</u> hereof or by a writing signed by the parties hereto.
- 12. <u>Cumulative Remedies; Power of Attorney</u>. Following the occurrence and during the continuance of an Event of Default, the Company and each Party Subsidiary hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as the Company or such Party Subsidiary's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in the Company's or such Party Subsidiary's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by the Bank of written notice to the Company or such Party Subsidiary of the Bank's intention to enforce its rights and claims against the Company or such Party Subsidiary, to (i) endorse the Company's or such Party Subsidiary's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its own best interest. The Company and each Party Subsidiary hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities (other than contingent Liabilities) shall have been paid in

full and the Credit Agreement and the other Loan Documents shall have been terminated. The Company and each Party Subsidiary acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Company and each Party Subsidiary agree to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Company and each Party Subsidiary agree that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Bank, or any of its respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Bank hereunder.

- 13. <u>Successors and Assigns</u>. This Agreement shall be binding upon the Company and each Party Subsidiary and their successors and permitted assigns, and shall inure to the benefit of the Bank and their respective nominees, successors and assigns. The Company's and each Party Subsidiary's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company or such Party Subsidiary; <u>provided, however</u>, that neither the Company nor any Party Subsidiary shall, except pursuant to a transaction permitted by the Credit Agreement, voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.
- 14. <u>Forum Selection and Consent to Jurisdiction</u>. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; <u>PROVIDED</u> THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE BANK'S

OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE COMPANY AND EACH PARTY SUBSIDIARY HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE COMPANY AND EACH PARTY SUBSIDIARY FURTHER IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE COMPANY AND EACH PARTY SUBSIDIARY HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- 15. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner set forth in the Credit Agreement and to the addresses set forth in the Credit Agreement or the Security Agreement, as applicable.
- 16. <u>Section Titles</u>. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- 17. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 18. Merger. This Agreement and the other Loan Documents represent the final agreement of the Company and the Bank and each Party Subsidiary and the Bank with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Company and the Bank or any Party Subsidiary and the Bank.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GYPSUM CONSTRUCTION OF ARIZONA USA, INC.
By Title State
AFSE CO.
By Title Score
JVW INVESTMENTS, INC.
By Title SEC And
SPRUZZI, INC.
By Sto doo

**BANK:** 

LASALLE BANK NATIONAL ASSOCIATION

Ву

Title

Trademark Security Agreement Signature Page

### **EXECUTION COPY**

Schedule B

to

Trademark Security Agreement

Dated as of March 31, 2003

License Agreements

None.

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

The foregoing Trademark Security Agreement was acknowledged before me this 31<sup>st</sup> day of March, 2003, by Frank Marrese, the President of Ecker Enterprises, Inc., a Delaware corporation, on behalf of such corporation.

"OFFICIAL SEAL"

DONALD M. SALAZAR

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/2005

Sorald M. Salazan Notary Public

My commission expires: 1-25-2005

# Schedule A

to

Trademark Security Agreement

Dated as of March 31, 2003

# Trademarks

TRADEMARK NAME	REGISTRATION/SERIAL NO.	COUNTRY	CO. NAME HELD IN	REGISTRATION
"An Ecker Enterprises Company M. Ecker & Co., Inc."	2278125/75542996	United States	Ecker Enterprises, Inc.	<b>DATE</b> 09/14/1999
<b>,</b> (Д,	2281549/75542998	United States	Ecker Enterprises, Inc.	09/28/1999
"E"	2295710/75542997	United States	Ecker Enterprises, Inc.	11/30/1999
"An Ecker Enterprises Company M. Ecker & Co., Inc."	2278124/75542995	United States	Ecker Enterprises, Inc.	11/30/1999
"An Ecker Enterprises Company M. Ecker & Co. of Florida, Inc."	2278123/75542994	United States	Ecker Enterprises, Inc.	09/14/1999
"An Ecker Enterprises Company M. Ecker & Co. of Florida, Inc."	2278122/75542993	United States	Ecker Enterprises, Inc.	09/14/1999
"An Ecker Enterprises Company Gypsum Construction, Inc."	2279398/75542992	United States	Ecker Enterprises, Inc.	09/21/1999

ERIAL NO. COUNTRY CO. NAME HELD IN REGISTRATION	United States Ecker Enterprises, Inc. 11/30/1999	United States Ecker Enterprises, Inc. 10/03/2000	United States Ecker Enterprises, Inc. 12/05/2000	United States Ecker Enterprises, Inc. 08/08/2000	United States Ecker Enterprises, Inc. 08/22/2000
REGISTRATION/SERIAL NO.	2295709/75542991	2392087/75542990	2411176/75542989	2375984/75542986	2379982/75542985
TRADEMARK NAME	"An Ecker Enterprises Company Gypsum Construction, Inc."	"An Ecker Enterprises Company M. Ecker & Co. of Illinois, Inc."	"An Ecker Enterprises Company M. Ecker & Co. of Illinois, Inc."	"An Ecker Enterprises Company Gypsum Construction South, Inc."	"An Ecker Enterprises Company Gypsum Construction South Inc."

TRADEMARK

REEL: 002717 FRAME: 0740