

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CALIFORNIA WHOLESALE MATERIAL SUPPLY, INC.		11/26/2003	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNION BANK OF CALIFORNIA, N.A.
<b>Street Address:</b>	200 Pringle Avenue, Suite 260
<b>City:</b>	Walnut Creek
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94596
<b>Entity Type:</b>	National Banking Association:

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1560252	CALPLY

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)371-5950
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	eanderson@winston.com
<b>Correspondent Name:</b>	Allan A. Fanucci
<b>Address Line 1:</b>	1400 L Street, N.W.
<b>Address Line 2:</b>	Patent Department
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005-3502

<b>ATTORNEY DOCKET NUMBER:</b>	250060.20
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Elizabeth Anderson
---------------------------	--------------------

**Total Attachments: 5**  
 source=250060.20 - Trademark Security Agreement (CALPLY)#page1.tif  
 source=250060.20 - Trademark Security Agreement (CALPLY)#page2.tif  
 source=250060.20 - Trademark Security Agreement (CALPLY)#page3.tif  
 source=250060.20 - Trademark Security Agreement (CALPLY)#page4.tif

CH \$40.00 1560252



## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of November 26, 2003, is made by CALIFORNIA WHOLESALE MATERIAL SUPPLY, INC., a California corporation ("Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A., as agent (in such capacity, "Agent") for lenders ("Lenders") from time to time parties to the Loan Agreement (as defined below).

### **RECITALS**

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantor, Agent and Lenders (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Agent and Lenders to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or

agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

**2. Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Lenders, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

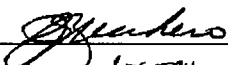
**3. Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantor”


CALIFORNIA WHOLESALE MATERIAL  
SUPPLY, INC.

By:   
Name: JOSEPH G. ZULCHERO  
Title: PRESIDENT

Agreed to and Acknowledged by:

“Agent”

UNION BANK OF CALIFORNIA, N.A.

By:   
Name: NANCY A. PERKINS  
Title: VICE PRESIDENT

**SCHEDULE I**  
to  
**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

**(PART A)**

PATENTS

NONE

**(PART B)**

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
Calply	1,560,252	October 10, 1989

**(PART C)**

COPYRIGHTS

NONE