

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the inadvertent recordal of the security interest against U.S. Reg. No. 1165582 previously recorded on Reel 001141 Frame 0076. Assignor(s) hereby confirms the the recordal of the security interest against NYBCO Reg. No. 1165118.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Coatings, Inc.		04/19/1994	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Continental Bank N.A.
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	banking association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1165118	NYBCO

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 200 East Randolph Drive
 Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	90-9999 DRG
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NAME OF SUBMITTER:	Donna Gasiorowski
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Signature:	/Donna Gasiorowski/
Date:	10/19/2007
Total Attachments: 10 source=security#page1.tif source=security#page2.tif source=security#page3.tif source=security#page4.tif source=security#page5.tif source=security#page6.tif source=security#page7.tif source=security#page8.tif source=security#page9.tif source=security#page10.tif	

MAIL ROOM APR 25 1994

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 United Coatings, Inc.,
 a Delaware Corporation

Individual(s) Association
 General Partnership Limited Partnership

3 Corporation-State (Delaware)
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Continental Bank N.A.
 Internal Address: _____
 Street Address: 231 South LaSalle Street
 City: Chicago State: IL ZIP: 60697

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 99 Other banking association

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: 08

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 19, 1994

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

A. Trademark Application No.(s)
See attachment

B. Trademark Registration No.(s)
See attachment

Additional numbers attached? Yes No

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 ASSESSMENT BRANCH
 REEL 1111 FRAME 76

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

Name: Mimi Lee Rodman
 Internal Address: Kirkland & Ellis

 Street Address: 200 E. Randolph Dr.

 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

Enclosed
 Authorize any additional fees and/or credits to be charged to deposit account

8. Deposit account number:
22-0440

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

090 BA 05/05/94 74399076 DO NOT USE THIS SPACE 400.00 CK
 090 BA 05/05/94 74399076 0.482 475.00 CK

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.

Mimi Lee Rodman
 Name of Person Signing

[Signature]
 Signature

4-20-94
 Date

10. Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20221

89155172 F

ATTACHMENT

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

A. Trademark Application No.(s)

74/399,076
74/399,384
74/399,646
74/444,908

B. Trademark Registration No.(s)

727,989
972,188
1,140,582
1,165,582
1,275,578
1,450,249
1,459,792
1,485,819
1,496,414
1,507,602
1,606,103
1,634,607
1,638,381
1,663,106
1,805,686
1,811,371

TRADEMARK

REEL 141 FRAME 77

TRADEMARK

COLLATERAL ASSIGNMENT AGREEMENT - TRADEMARKS

THIS COLLATERAL ASSIGNMENT AGREEMENT - TRADEMARKS ("Agreement") is made as of this 19th day of April, 1994 by and among UNITED COATINGS, INC., a Delaware corporation (the "Borrower"), and CONTINENTAL BANK, N.A., a national banking association having its principal office at 231 South LaSalle Street, Chicago, Illinois, 60697, as Agent for the Banks (as defined below) (in such capacity, called the "Agent").

WITNESSETH:

WHEREAS, the Borrower, the Banks and the Agent are parties to a Loan and Security Agreement dated as of even date herewith (the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of any loan or advance or grant of credit (including any loan or advance or grant of credit by renewal or extension) hereafter made to the Borrower by the Banks and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. DEFINITIONS; LOAN AGREEMENT.** Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Loan Agreement. The Borrower acknowledges that the rights and remedies of the Agent and the Banks with respect to Intellectual Property are more fully set forth in the Loan Agreement. The terms and conditions of the Loan Agreement are incorporated in their entirety into this Agreement by this reference; provided, however, that if any ambiguity or conflict exists between the terms of this Agreement and the Loan Agreement, it shall be resolved in favor of the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY.** As security for the payment of all Loans now or hereafter made by the Banks to the Borrower hereunder or under any Note, and as security for the payment or other satisfaction of all other Liabilities, the Borrower hereby grants to the Agent, for the benefit of the Agent and the Banks, a continuing first priority security interest in and to the Intellectual Property, including, without limitation, trademarks, trademark applications, trade names and related licenses and goodwill ("Trademarks"). All such registered and unregistered trademarks, trademark applications, trade names and licenses existing of the date hereof are listed on Exhibit A attached hereto and made a part hereof.
- 3. PURPOSE AND FILING OF THIS AGREEMENT.** A purpose of this Agreement is to register the security interest herein with the United States Patent and Trademark Office ("PTO") and other similar foreign offices. Such security interest has been granted as a supplement to, and not in limitation of, the security interest granted under the Loan Agreement.

TRADEMARK

REEL 141 FRAME 78

The Loan Agreement (including all rights and remedies of the Agent and the Banks thereunder and at law) shall remain in full force and effect in accordance with its terms. The party filing this Agreement with the PTO shall: (a) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet Trademarks Only" and shall indicate on such cover sheet that the nature of the conveyance is a "Security Agreement"; (b) provide the other party with copies of such filing; and (c) pay all applicable filing fees.

4. **REPRESENTATIONS AND WARRANTIES.** The Borrower represents and warrants that:

(a) Exhibit A contains a complete and correct list of all registered and unregistered trademarks, trademark applications and trade names owned by, or licensed to or by, the Borrower.

(b) Except as set forth in Exhibit A:

(i) the Borrower owns free and clear of all liens, other than as described in Sections 6.9 and 7.16 of the Loan Agreement, all right, title and interest in, or has the necessary right and authority to use, all proprietary rights necessary or desirable for the conduct of its businesses as currently conducted and as currently proposed to be conducted;

(ii) no claim by any third party contesting the validity, enforceability, use or ownership of any Intellectual Property has been made, is currently pending or, to the best of the Borrower's knowledge, is threatened and neither the Borrower nor any executive thereof has received any notice of, or is aware of any facts which reasonably could be expected to indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third party with regard to the Intellectual Property;

(iii) Borrower has no notice that any use of Intellectual Property infringes or misappropriates, or conflicts with, any rights of any third party, and Borrower has no notice that any infringement or misappropriation of, or conflict with, any rights of any third party has occurred or reasonably could be expected to occur as a result of the operation of the businesses as currently conducted, as previously conducted and as currently proposed to be conducted; and

(iv) the loss or expiration of any Intellectual Property would not have a material adverse effect of the businesses of the Borrower;

(c) To the extent commercially reasonable, the Borrower has made all necessary filings and recordations and has paid all required fees and taxes to record and maintain its ownership of the Intellectual Property in the PTO.

(d) No consents are required under any licenses listed in Exhibit A to the grant of the security interest to, and exercise of any rights and remedies of, the Agent (including, without limitation, such rights and remedies should an Event of Default occur) as set forth in this Agreement or the Loan Agreement.

5. **RESTRICTIONS ON FUTURE AGREEMENTS.** The Borrower agrees that until all Liabilities have been satisfied in full, it will not, without the Agent's prior written consent, which consent shall not unreasonably be withheld or delayed, enter into any agreement, including without limitation, any license agreement, which while not otherwise specifically prohibited herein or in the Loan Agreement, is materially inconsistent with the Borrower's obligations under this Agreement or the Loan Agreement. The Borrower shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to the Agent under this Agreement. The Borrower agrees that the Agent shall have no obligations or liabilities regarding any or all of the Intellectual Property by reason of, or arising out of, this Agreement.

6 **FURTHER COVENANTS.**

6.1 The Borrower shall, unless the Borrower and the Agent shall reasonably determine and agree that any Trademark is of insufficient economic value to the Borrower to justify such action, defend, at its expense and at the Agent's request, the Agent's and the Borrower's respective interests in the Intellectual Property from any and all claims and demands of any third party and the Borrower shall not grant, create or permit to exist any lien upon or security interest in the Intellectual Property in favor of any third party.

6.2 The Borrower shall, unless the Borrower and the Agent shall reasonably determine and agree that any Intellectual Property is of insufficient economic value to the Borrower to justify such action:

(a) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use;

(b) maintain as in the past the quality of products and services offered under each Trademark,

(c) employ each Trademark with the appropriate notice of its registration on applicable products or services;

(d) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark rights may become abandoned, unenforceable or be terminated; and

(e) prosecute diligently any trademark application which is pending as of the date of this Agreement or hereafter.

6.3 The Borrower shall notify the Agent reasonably promptly if it knows, or has reason to know, that any application or registration relating to the Intellectual Property reasonably could be expected to become abandoned or dedicated to the public, or of any material adverse

determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court) regarding the Borrower's ownership of any Intellectual Property, or its right to register the same or to keep and maintain the same, except for such abandonment or dedication which is permitted under Section 6.2 above.

6.4 The Borrower shall take all necessary steps, including, without limitation, in any proceeding before the PTO, and shall make all necessary filings and recordings and shall pay all required fees and taxes to record and maintain its registration and ownership of each item of Intellectual Property owned by the Borrower and to maintain and pursue each application (and to obtain the relevant registration), including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under Section 6.2 above).

6.5 In the event that any item of the Intellectual Property is infringed or misappropriated by a third party, the Borrower shall promptly notify the Agent after it learns thereof and shall, unless the Borrower and Agent shall reasonably determine and agree that such item of Intellectual Property is of insufficient economic value to the Borrower to justify such action, promptly sue for infringement or misappropriation and to recover any and all damages for such infringement or misappropriation, or take such other actions as the Borrower shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

6.6 If, during the term of this Collateral Assignment, the Borrower obtains or becomes entitled to the benefit of any Intellectual Property that is registered or for which an application for registration has been made, the Borrower shall give to the Agent written notice within ten (10) business days thereafter. The Borrower hereby authorizes the Agent to modify this Agreement by amending Exhibit A to include any such Intellectual Property.

TRADEMARK

REEL 114 | FRAME 81

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

UNITED COATINGS, INC.

By: Anthony Hansen
Title: VP

Address: Suite 1120
980 North Michigan Avenue
Chicago, Illinois 60611
Attn: Jules F. Knapp
Telecopy: (312) 944-6314

CONTINENTAL BANK N.A.

By: Scott A. Yeoman
Title: VICE PRESIDENT

Address: 231 South LaSalle Street
Chicago, Illinois 60697
Attn: Scott A. Yeoman
Telecopy: (312) 765-2193

with a copy to:

Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601
Attn: David L. Eaton, Esq.

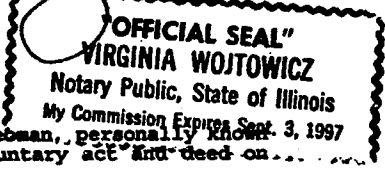
TRADEMARK

REEL 1141 FRAME 082

State of Illinois)
) SS.
County of Cook)

On this ___ day of April, 1994, there appeared before me ^{ANTHONY J. JANUS} ~~Jules S. Knapp~~, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed on behalf and with full authority of the Borrower.

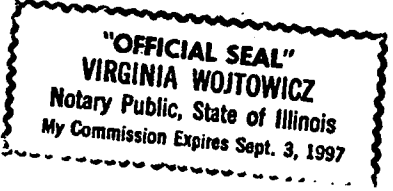
Virginia Wojtowicz
Notary Public



State of Illinois)
) SS.
County of Cook)

On this ___ day of April, 1994, there appeared before me Scott A. Yebman, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed on behalf and with full authority of the Agent and the Banks.

Virginia Wojtowicz
Notary Public



REEL 114 | FRAME 83
TRADEMARK

EXHIBIT A

II. Trademarks

A. United States Registered Trademarks

<u>Trademark</u>	<u>United States Registration No</u>	<u>Date of Registration</u>
BIG BUCKET	972,188	11/06/73
UCI	1,140,582	10/21/80
NYBCO	1,165,582	10/21/80
SOFTOUCH	727,989	02/27/62
GOLD WHEELS	1,275,578	04/24/84
STEEL WHEELS	1,450,249	05/04/87
CREATEX	1,496,414	07/19/83
PERFECT TOUCH	1,507,662	04/26/83
UN-RUST	1,485,819	04/26/83
GLOWZ	1,606,103	07/17/90
P. PITEGOFF & DESIGN	1,638,381	03/19/91
COLOR PLACE	1,811,371	12/14/93
PAINT SHOP	1,805,686	11/23/93

TRADEMARK

REEL 141 FRAME 84

The Company uses and has purchased all the rights to the following registered trademarks, but which are still listed as registered to New York Bronze Powder Company (the company from whom the Company purchased them):

TODAY	1,634,607
NTTC	1,663,106
OOPSI	1,459,792

B. United States Trademark Application

TRADEMARK	399,076	06/04/93	Pending
COLOR TOUCH	399,384	06/04/93	Pending
GRAB A BRUSH	399,646	06/08/93	Pending
COLOR FRESH	444,908	10/07/93	Pending

C. New Jersey Registered Marks

TRADEMARK

SUPROL	16,247	04/21/65
SUPRON	16,244	04/21/65
TIPROL	16,243	04/21/65
TIPLON	16,242	04/21/65
TOPLON	16,245	04/21/65
TOPRON	16,246	04/21/65

RECORDED
PATENT & TRADEMARK OFFICE

APR 25 94

The Company uses and has purchased all of the rights to the above registered trademarks, but they are still registered to EG Industries, Inc.

D. Unregistered Trademarks

The Company is using the name Ed Dwigans as a trademark for a line of its paint.

REEL 141 FRAME 85
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