

TRADEMARK ASSIGNMENT

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
CPAC, Inc.		10/07/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	227 West Monroe Street		
Internal Address:	Suite 3900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1210340	CPAC, INC.	
Registration Number:	2521307	LUMINOSA	
Registration Number:	1552735	PERFECTVIEW	
Registration Number:	1635037	PRS	
Registration Number:	1224018	SILVPAC	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212)728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Michael Nieves		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		

CH \$140.00 1210340

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TRADEMARK
 REEL: 004294 FRAME: 0609

ATTORNEY DOCKET NUMBER:	117299.0003MICHAEL NIEVES
NAME OF SUBMITTER:	Michael Nieves
Signature:	/michaelnieves/
Date:	10/11/2010
<p>Total Attachments: 5</p> <p>source=securityagreementcpacandfifthstreetfinancecorp#page1.tif</p> <p>source=securityagreementcpacandfifthstreetfinancecorp#page2.tif</p> <p>source=securityagreementcpacandfifthstreetfinancecorp#page3.tif</p> <p>source=securityagreementcpacandfifthstreetfinancecorp#page4.tif</p> <p>source=securityagreementcpacandfifthstreetfinancecorp#page5.tif</p>	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 7, 2010, by CPAC, Inc., a New York corporation (the "**Grantor**"), in favor of Fifth Street Finance Corp., a Delaware corporation, as lender (the "**Lender**").

WHEREAS:

A. Reference is made to that certain Second Priority Pledge and Security Agreement, dated as of August 25, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), entered into by and among the Grantor, the other Obligors party thereto and the Lender which secures certain now existing and future arising obligations owing to the Lender as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Lender, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto (excluding any U.S. intent-to-use trademark application unless and until a Statement of Use or Amendment to Allege Use is accepted by the U.S. Patent and Trademark Office), together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CPAC, INC.

By: 
Name: Thomas Weldgen
Title: President

Acknowledged:

FIFTH STREET FINANCE CORP.,
as Lender

By: Fifth Street Management, LLC, its agent

By: _____
Name: Bernard D. Berman
Title: President

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

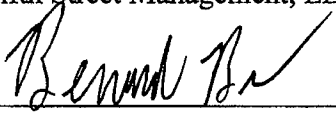
CPAC, INC.

By: _____
Name: Thomas Weldgen
Title: President

Acknowledged:

FIFTH STREET FINANCE CORP.,
as Lender

By: Fifth Street Management, LLC, its agent

By:  _____
Name: Bernard D. Berman
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademarks

CPAC, Inc.	1210340	9/28/82
Luminosa	2521307	12/18/01
Perfectview	1552735	8/22/89
PRS	1635037	2/12/91
Silvpac	1224018	1/18/83

Trademark Applications

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