

05-22-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102100338
RECORDATION OF TRADEMARKS
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 5-17-02
Contech Technologies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc.
Internal 6th Floor
Address: _____

Street Address: 1735 Market Street
Philadelphia PA 19103
City: _____ State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 16, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1483048;
1483434; 1507784; 1868277;

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher M. Turk, Esquire
9th Floor
Internal Address: _____
Blank Rome Comisky & McCauley LLP Enclosed
_____ Authorized to be charged to deposit account

Street Address: One Logan Square

Philadelphia PA 19103
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
2002 MAY 17 AM 10:24
FINANCE SECTION

9. Signature.
Christopher M. Turk, Esquire Christopher M. Turk May 17, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 28

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/22/2002 JYALLANE 00000001 002535 1402040
01 FC:401 40.00 CH
02 FC:402 525.00 CH

TRADEMARK
REEL: 002510 FRAME: 0927

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

<input type="text" value="0758281"/>	<input type="text" value="0503738"/>	<input type="text" value="0504561"/>
<input type="text" value="0702283"/>	<input type="text" value="1248807"/>	<input type="text" value="1620810"/>
<input type="text" value="1489859"/>	<input type="text" value="0577337"/>	<input type="text" value="0600902"/>
<input type="text" value="0604998"/>	<input type="text" value="0628923"/>	<input type="text" value="1272730"/>
<input type="text" value="2415852"/>	<input type="text" value="1975254"/>	<input type="text" value="0792813"/>
<input type="text" value="1541217"/>	<input type="text" value="2406034"/>	<input type="text" value="1903360"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated May 16, 2002, is entered into by **Contech Technologies, Inc.**, a Delaware corporation ("Pledgor"), with an address of 4444 West 78th Street, Minneapolis, Minnesota 55435, and delivered to **LaSalle Business Credit, Inc.**, as agent for Standard Federal Bank National Association (as successor to Michigan National Bank, as successor to Mellon Bank, N.A.), as Agent ("Agent"), with an address of 1735 Market Street, 6th Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

Background

A. This Agreement is being executed in connection with that certain Second Amended and Restated Loan and Security Agreement, dated December 15, 2000, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively "Lenders"), and LaSalle Bank National Association (as successor to Mellon Bank, N.A.), as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in, or by reference in, the Loan Agreement.

B. As security for all Obligations (as defined under the Loan Agreement), Pledgor is granting Agent, for the ratable benefit of Lenders and Issuing Bank, a lien on and security interest in certain assets of Pledgor associated with or relating to products leased or sold under Pledgor's trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein.

C. Pledgor owns and has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

D. Pursuant to the Loan Agreement, Agent, for the ratable benefit of Lenders and Issuing Bank, is acquiring a lien on, and security interest in, the Trademarks and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks (except such Trademarks that the Pledgor reasonably determines are not material to its business) in full force and effect until all of the Obligations are satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses (except as described in paragraph 6 hereof) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. § 1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

(f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to Agent (with no obligation of any kind upon Agent to do so) the right to visit, upon prior notice, Pledgor's locations which manufacture, process, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(f).

4. Pledgor further covenants that:

(a) Until all of the Obligations have been satisfied in full, it will not enter into any agreement (other than agreements that do not materially adversely affect the value of the Trademarks), including without limitation, license agreements or options, which are inconsistent with Pledgor's obligations under this Agreement or any obligations under the Loan Agreement or which restrict or impair Agent's rights hereunder (except as described in paragraph 6 hereof).

(b) If Pledgor shall acquire or hold any new Trademarks not listed on Schedule A attached hereto ("Additional Trademarks"), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Pledgor shall give Agent prompt written notice thereof, and (iii) Pledgor shall promptly deliver to Agent with respect to such Additional Trademarks, a Supplement to Trademark Security Agreement in the form attached hereto as Exhibit 1, duly completed and executed by Pledgor and accompanied by a fully completed Schedule A-1 with respect to such Additional Trademarks. Each Schedule A-1 attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of Schedule A attached hereto and all references to Schedule A contained in this Agreement, the Loan Agreement, or any other Loan Documents shall be deemed, for all purposes, to also include each such

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent has elected to exercise its rights hereunder, Pledgor shall continue to have the exclusive right to use the Trademarks and Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent; provided that Pledgor may license such Trademarks pursuant to that certain Intellectual Property License Agreement between Pledgor and Contech Construction Products Inc. dated [_____, 2002].

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default under the Loan Agreement and while such Event of Default exists, Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all of the Obligations are satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent, for the ratable benefit of Lenders and Issuing Bank, shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Obligations, Agent on behalf of Lenders and Issuing Bank shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation

of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at either the Base Rate Option or the rate prescribed in Section 2.6(c) of the Loan Agreement applicable to the Revolving Credit.

12. Subject to the terms of the Loan Agreement and except with respect to such Trademarks that the Pledgor reasonably determines are not material to its business, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Pledgor shall make federal application on registrable but unregistered trademarks belonging to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne by Pledgor. The Pledgor shall not abandon any Trademark (except such Trademarks that the Pledgor reasonably determines are not material to its business) without the prior written consent of the Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent, in its capacity as agent, may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including attorneys' fees, incurred by Agent on behalf of Lenders and Issuing Bank in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Pledgor and Agent and/or Lenders and/or Issuing Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent and/or Lenders and/or Issuing Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Agent and/or Lenders and/or Issuing Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the

Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

19. Pledgor and Agent each waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, the day and year first above written.

CONTECH TECHNOLOGIES, INC.

By: *Richard Caserta*
Name: Richard Caserta
Title: Vice President

Attest: *Rita King*
Name: *Rita King*
Title: *Administrative Assistant*

Approved and Accepted:

LaSalle Business Credit, Inc., as agent
for Standard Federal Bank National Association, as Agent
on behalf of Lenders and Issuing Bank

By: _____
Name: John M. DePledge
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, the day and year first above written.

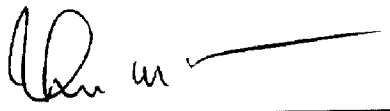
CONTECH TECHNOLOGIES, INC.

By: _____
Name: Richard Caserta
Title: Vice President

Attest: _____
Name:
Title:

Approved and Accepted:

LaSalle Business Credit, Inc., as agent
for Standard Federal Bank National Association, as Agent
on behalf of Lenders and Issuing Bank

By: 
Name: John M. DePledge
Title: Vice President

CORPORATE ACKNOWLEDGMENT

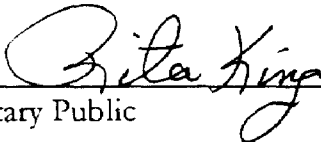
UNITED STATES OF AMERICA

State OF Ohio

COUNTY OF Butler

:
:
: SS
:

On this 10th day of May, 2002, before me personally appeared Richard Caserta who being duly sworn, deposes and says that he/she is the Vice President of Contech Technologies, Inc., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.



Notary Public

My commission expires: _____

**RITA KING
Notary Public, State of Ohio
My Commission Expires July 24, 2004**

TRADEMARK PROPERTY of Contech Technologies, Inc.

Contech Technologies, Inc. has granted a license to use and exploit the following Trademark Property to Contech Construction Products, Inc.

MARK	COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
QUICK STAB	Canada 45121 CLASS(ES):	1049446 03/03/2000		CTH 103CA Filed DECLARATION/ REGISTRATION FEES: 03/03/03 COST: \$400
OWNER: Contech Construction Products GOODS: Metal couplings for corrugated metal pipes for use in the culvert and drainage pipe markets; and plastic couplings for corrugated metal pipes for use in the culvert and drainage pipe marks				
SUPER-PLATE	Canada 33035 CLASS(ES): Innone	746597 02/03/1994	464200 10/18/1996	CTH 59 Registered RENEWAL: 10/18/11 COST: \$1200
OWNER: Contech Construction Products, Inc. GOODS: metallic corrugated culvert and tunnel sections				
ULTRA FLO	Canada 27245 CLASS(ES): Innone	667,570 10/03/1990	414340 07/09/1993	CTH 33 Registered RENEWAL: 07/09/08 COST: \$1200
OWNER: Contech Construction Products, Inc. GOODS: Metal pipes for storm drains				
BRIDGE-COR	Mexico 33033	191610 02/22/1994	471327 08/26/1994	CTH 57 Registered

TRADEMARK PROPERTY of Contech Technologies, Inc.

CLASS(ES): Innone
 OWNER: Contech Construction Products, Inc.
 GOODS: metallic corrugated culvert and tunnel sections
 RENEWAL: 02/22/04
 COST: \$1400

SUPER-PLATE Mexico 191611 471328 CTH 60
 33032 02/22/1994 08/26/1994 Registered
 CLASS(ES): Innone RENEWAL: 02/22/04
 COST: \$1400

OWNER: Contech Construction Products, Inc.
 GOODS: metallic corrugated culvert and tunnel sections

CONTECH United States 679,335 1,483,048 CTH 47
 22589 08/19/1987 04/05/1988 Registered
 CLASS(ES): IN 6 RENEWAL: 04/05/08
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Metal pipes

CONTECH United States 679,346 1,483,434 CTH 48
 22588 08/19/1987 04/05/1988 Registered
 CLASS(ES): IN17 RENEWAL: 04/05/08
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Plastic pipes for general use in construction

CONTECH DESIGN United States 679,345 1,507,784 CTH 07
 22590 08/19/1987 10/11/1988 Registered
 CLASS(ES): IN6 RENEWAL: 10/11/08
 COST: \$1120

OWNER: Contech Construction Products, Inc.

TRADEMARK PROPERTY of Contech Technologies, Inc.

CLASS(ES): IN38
 OWNER: Contech Construction Products, Inc.
 GOODS: Magazine publishes periodically
 RENEWAL: 08/02/10
 COST: \$1120

HUGGER
 United States
 22922
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Pipe coupling used to join non-ferrous pipe
 282,857
 10/21/1980
 1,248,807
 08/23/1983
 CTH
 Registered
 RENEWAL: 08/23/02
 COST: \$1120

HUGGER
 United States
 25818
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Metallic pipes
 74,027,430
 02/09/1990
 1,620,810
 11/06/1990
 CTH 29
 Registered
 RENEWAL: 11/06/10
 COST: \$1120

HY-FLO
 United States
 33246
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Metal pipe
 688,309
 10/05/1987
 1,489,859
 05/31/1988
 CTH
 Registered
 RENEWAL: 05/31/08
 COST: \$1120

MULTI-PLATE
 United States
 21145
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Corrugated ferrous metal head walls, arches, backwalls, retaining walls, tunnel lining, bridge decking, sheet piling, abutment
 71,631,397
 06/19/1952
 577,337
 07/14/1953
 CTH 31
 Registered
 RENEWAL: 07/14/03
 COST: \$1120

TRADEMARK PROPERTY of Contech Technologies, Inc.

walls, car siding, and caissons

MULTI-PLATE United States 657,997 600,902 CTH
 21147 12/15/1953 01/18/1955 Registered
 CLASS(ES): IN13 RENEWAL: 01/18/05
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Corrugated ferrous metal uncentered and multi-centered conduits, pipes, and air shafts

MULTI-PLATE United States 657,996 604,998 CTH
 21146 12/15/1953 04/26/1955 Registered
 CLASS(ES): IN12 RENEWAL: 04/26/05
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Uni-centered and multi-centered segmental culvert, sewer, bridge, and building structure and shafts for handling coal, aggregate and grain

SMOOTH-FLO United States 698,119 0,628,923 CTH
 21149 11/14/1955 06/19/1956 Registered
 CLASS(ES): IN13 RENEWAL: 06/19/06
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Metal pipe for sewers, tunnels, and the like

STAB-JOINT United States 412,473 1,272,730 CTH
 21150 02/07/1983 04/03/1984 Registered
 CLASS(ES): IN19 RENEWAL: 04/03/04
 COST: \$1120

OWNER: Contech Construction Products, Inc.
 GOODS: Plastic pipe and conduit and plastic collars for connecting lengths of same

STAB-JOINT United States 75/897,176 2,415,852 CTH 106

TRADEMARK PROPERTY of Contech Technologies, Inc.

44683
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Metal pipe and conduit and metal collars for connecting lengths of same

Registered
 RENEWAL: 12/26/06
 COST: \$920

01/14/2000

12/26/2000

SUPER-PLATE

United States
 33063
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Metallic corrugated culvert and tunnel sections

CTH 58
 Registered
 RENEWAL: 05/21/06
 COST: \$1120

75/490,329
 02/14/1994

1,975,254
 05/21/1996

TRUSS PIPE

United States
 21152
 CLASS(ES): IN13
 OWNER: Contech Construction Products, Inc.
 GOODS: Plastic reinforced pipe

CTH
 Registered
 RENEWAL: 07/20/05
 COST: \$1120

200,266
 08/20/1964

0,792,813
 07/20/1965

ULTRA FLO

United States
 24036
 CLASS(ES): IN6
 OWNER: Contech Construction Products, Inc.
 GOODS: Metal pipes for storm drains

CTH
 Registered
 RENEWAL: 05/30/09
 COST: \$1120

73/762,162
 11/07/1988

1,541,217
 05/30/1989

QUICK STAB

United States
 44495
 CLASS(ES): 6 17
 OWNER: Contech Construction Products, Inc.
 GOODS: Steel couplings for corrugated metal pipes for use in the culvert and drainage pipe markets. Plastic couplings for corrugated

CTH 103
 Registered
 SEC: 8/15: 11/21/06
 COST: \$920

75/839,957
 11/05/1999

2,406,034
 11/21/2000

TRADEMARK PROPERTY of Contech Technologies, Inc.

metal pipes for use in the culvert and drainage pipe markets.

U. S. TRADEMARKS

Mark	Registration No.	Registration Date
BRIDGE-COR	1,903,360	7/4/95

COMMON LAW U. S. TRADEMARKS

A2

A-2000

ANCHOR WALL

BIN-WALL

COLLECTOR PANS

D2000

FIBER-BONDED

HEL-COR CL

KEY-HOLE

SLOTTED DRAIN

SMOOTHCOR

SUPER-SPAN

TECHO

SCHEDULE A

MASTER FILE REPORT

PCMASTER REPORTER

12/18/2001

PAGE: 9

TRADEMARK
REEL: 002510 FRAME: 0945

Trademark Property of Contech Construction Products Inc..DOC

EXHIBIT 1

Supplement to Trademark Security Agreement

This Supplement to Trademark Security Agreement ("Supplement"), dated _____, _____, is entered into by **Contech Technologies, Inc.**, a Delaware corporation ("Pledgor"), with an address of _____, and delivered to LaSalle Business Credit, Inc., as agent for Standard Federal Bank National Association, as Agent ("Agent"), with an address of 1735 Market Street, 6th Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, dated December 15, 2000, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), and LaSalle Bank National Association (as successor to Mellon Bank, N.A.), as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"), and that certain Trademark Security Agreement, dated _____, 2002, by and between Pledgor and Agent on behalf of Lenders and Issuing Bank, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks"). Pledgor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Agent with respect

to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of 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. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

CONTECH TECHNOLOGIES, INC.

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Approved and accepted:

LaSalle Business Credit, Inc., as agent for
Standard Federal Bank National Association, as Agent
on behalf of Lenders and Issuing Bank

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, ____, before me personally appeared _____, who being duly sworn, deposes and says that he/she is the _____ of _____, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

My commission expires: _____

SCHEDULE A-1

Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country

EXHIBIT 2

Trademark Assignment

WHEREAS, **Contech Technologies, Inc.**, a Delaware corporation ("Pledgor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable; and

WHEREAS, _____ ("Grantee") having a place of business at _____ is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, _____.

CONTECH TECHNOLOGIES, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, _____, before me personally appeared _____, who being duly sworn, deposes and says that he/she is the attorney-in-fact on behalf of _____, the corporation described in the foregoing document, that he/she in such capacity as attorney-in-fact of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

My commission expires: _____

SCHEDULE A

Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

REGISTERED TRADEMARKS			
Trademark	Registration Number	Registration Date	Country

POWER OF ATTORNEY

The undersigned, **Contech Technologies, Inc.**, a Delaware corporation ("Pledgor"), executes and delivers to **LaSalle Business Credit, Inc.**, as agent for Standard Federal Bank National Association, as Agent, its successors and assigns, and any officer or agent thereof ("Grantee") this Power of Attorney pursuant to that certain Second Amended and Restated Loan and Security Agreement, dated December 15, 2000, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively "Lenders"), and LaSalle Bank National Association (as successor to Mellon Bank, N.A.), as agent for Standard Federal Bank National Association, as issuer of letters of credit thereunder, as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement").

Pledgor hereby authorizes Grantee as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement, of even date herewith, by and between Pledgor and Grantee (as amended, supplemented, restated, superseded or replaced from time to time, "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

Any action taken pursuant hereto is intended to be so given or taken pursuant to the Loan Agreement. Pledgor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Pledgor has executed this Power of Attorney on this 10th day of May, 2002.

CONTECH TECHNOLOGIES, INC.

Witness:

Michael A. Crawford

Name:

Title:

[Signature]

Name:

Title:

By: Richard Caserta

Name: Richard Caserta

Title: Vice President

Attest: Rita King


Name: Rita King

Administrative Assistant

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Butler :

On this 10th day of May, 2002, before me personally appeared Richard Caserta, who being duly sworn, deposes and says that he/she is the Vice President of Contech Technologies, Inc., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.



Notary Public

My commission expires: _____

**RITA KING
Notary Public, State of Ohio
My Commission Expires July 24, 2004**