

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

**RECORDATION FORM COVER SHEET  
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):  
CPFilms Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Ableco Finance LLC, as collateral agent  
Internal Address: 23rd Floor  
Street Address: 299 Park Avenue  
City: New York State: NY Zip: 10171

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other a Delaware Limited Liability Company

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 Assignment for Security

Execution Date: October 8, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
    see attached schedule  
 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
    see attached schedule  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Santo Manna, Esq.  
 Internal Address: Schulte Roth & Zabel LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 919 Third Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: ..... 31

7. Total fee (37 CFR 3.41).....\$ 790  
 + any additional fees  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 50-0675 - Schulte Roth & Zabel

**DO NOT USE THIS SPACE**

9. Signature.  
 \_\_\_\_\_  
 Name of Person Signing                      *Barbara Bauer-Padron*                      Signature                      October 8, 2003                      Date

Total number of pages including cover sheet, attachments, and document: 36

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

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**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY****CPFILMS INC. TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial/ Registration Number</b>	<b>Filing Date/ Registration Date</b>
MEMORIES LIKE THIS SHOULDN'T FADE	78/271,597	July 8, 2003
GILA	78/271,591	July 8, 2003
HALCYON SHADES	78/261,052	June 11, 2003
HALCYON	78/177,946	October 24, 2002
GILA & Design	2,749,640	August 12, 2003
CLEARLES	76/310,414	September 7, 2001
SUN SCENTS	75/707,933	May 18, 1999
CPFILMS	2,503,446	November 6, 2001
CLEARFIL	2,498,735	October 16, 2001
SPECTRASELECT	2,276,564	September 7, 1999
UV SHIELD	2,251,790	June 8, 1999
LOW-E ULTRA	2,052,602	April 15, 1997
SOLAR STOP	2,184,382	August 25, 1998
WE'VE GOT THE SUN COVERED	2,089,742	August 19, 1997
LLUMARIZE	2,024,639	December 17, 1996
CENTAUR	1,996,092	August 20, 1996
VISTA	2,122,616	December 23, 1997
TPR TOTAL PERFORMANCE RATING	1,876,653	January 31, 1995
HPR	1,865,124	November 29, 1994
TITANIUMPLUS	1,889,282	April 11, 1995

<b>Trademark</b>	<b>Serial/ Registration Number</b>	<b>Filing Date/ Registration Date</b>
PLATINUM PLUS	1,874,669	January 17, 1995
FORMULAONE PERFORMANCE AUTOMOTIVE FILM	1,894,494	May 16, 1995
LIMELIGHT	1,550,149	August 1, 1989
PAL	1,360,542	September 17, 1985
GILA RIVER	1,229,159	October 9, 1984
GILA	1,291,584	August 28, 1994
GILA GRAPHICS	1,276,080	May 1, 1984
DESIGN ONLY	1,299,158	October 9, 1984
GILA RIVER & Design	1,291,577	August 28, 1984
LLUMAR	1,089,700	April 18, 1978
GILA	1,208,135	September 14, 1982

**EXECUTION VERSION****ASSIGNMENT FOR SECURITY****TRADEMARKS**

WHEREAS, CPFilms Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated October 8, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

WITNESS WHEREOF, the Assignor has caused this Assignment to be duly  
executed and thereunto duly authorized as of October 8, 2003.

CPFILMS INC.

By: Kevin Wilson  
Name: Kevin Wilson  
Title: Vice President

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this 8<sup>th</sup> day of October, 2003, before me personally came Kevin Wilson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of CPFilms Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of CPFilms Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

*Ianthy P Prawl*

IANTHY P. PRAWL  
Notary Public, State of New York  
No. 24-4967506  
Qualified in Kings County  
Commission Expires June 4, 2006