

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
Red Spot Paint & Varnish Co., Inc.		07/01/2005	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Old National Bank, as Agent
Street Address:	420 Main Street
City:	Evansville
State/Country:	INDIANA
Postal Code:	47705
Entity Type:	a nationally chartered bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1571497	HYDROPLAS
Registration Number:	1206674	
Registration Number:	1375371	ATTENULAC
Registration Number:	1526349	HYDROPLAS
Registration Number:	1432624	SOFT FEEL
Registration Number:	1800372	SRC
Registration Number:	2561489	G-LINK
Registration Number:	2603796	PRO-LINK
Registration Number:	2561488	SPORT-LINK
Registration Number:	2285257	POPFREE

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7347613780

OP \$265.00 1571497

Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek
Address Line 1: 110 Miller, Ste. 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujet/
Date:	08/22/2005

Total Attachments: 6

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 1, 2005, between Red Spot Paint & Varnish Co., Inc. ("Company" and sometimes a "Debtor"), and Old National Bank in its capacity as agent for the Banks referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of September 29, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Collateral Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make certain extensions of credit to Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors executed and delivered a Security Agreement, dated as of September 29, 2000 (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances to the Borrowers pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired,

whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder shall remain in full force and effect in accordance with its terms

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and commitment (whether optional or obligatory) to extend any credit under the Credit Agreement has been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

DEBTORS:

RED SPOT PAINT & VARNISH CO , INC.

By: Charles R. [Signature]

Its: PRESIDENT & CEO

Address:

If by mail: P.O. Box 418
Evansville, Indiana 47703-0418

If by courier: 1107 East Louisiana Street
Evansville, Indiana 47711

Attention: _____

Facsimile No.: (812) 428-9167

OLD NATIONAL BANK, as Collateral Agent for
the Banks

By: James A. Sandgren [Signature]

Title: Executive Vice President

Address: 420 Main Street
Evansville, Indiana 47705-0418

Attention: James A. Sandgren

Telephone (812) 464-1447

Facsimile No.: (812) 464-1262

Item A. Trademarks

Registered Trademarks

Country Trademark Registration No.

Pending Trademark Applications

Country Trademark Serial No.

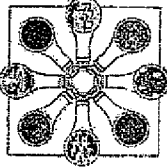
Expired, Abandoned or Cancelled Trademarks

Country Trademark Registration No./Serial No.

Trademark Applications in Preparation

Country Trademark Products/Services

Item B. Trademark Licenses



Woodard
Emhardt
Moriarty
McNeill &
Henry LLP

Red Spot Paint & Varnish Co Inc.

Status Report of Trademark Matters

Mark	Country	Serial No.	Issue Date	Renewal Date	Status
001237-000002	*U.S.	73/794,992	12/19/1989	4/24/1989	ISSUED. Renewed. Certificate mailed to client 01/04/99
001237-000008	*U.S.	1,206,674	8/31/1982	7/16/1979	ISSUED. Renewal due 8/31/12.
001237-000011	*U.S.	1,375,371	12/17/1985	9/26/1984	ISSUED. Renewal due 12/17/2005
001237-000012	*U.S.	1,526,349	2/28/1989	8/21/1987	ISSUED. Renewal due 2/28/09
001237-000013	*U.S.	1,432,624	3/17/1987	7/18/1986	ISSUED. Renewal due 3/17/2007
001237-000017	*U.S.	1,800,372	10/26/1993	11/12/1991	ISSUED. Renewal sent to PTO 10/27/03.
001237-000037	CANADA	256780	3/13/1981	9/3/1980	ISSUED. Renewal due 3/13/11
001237-000038	CANADA	256778	3/13/1981	9/3/1980	ISSUED. Renewal due 3/13/2011
001237-000039	CANADA	256779	3/13/1981	9/3/1980	ISSUED. Renewal due 3/13/11
001237-000068	GREAT BRITAIN	B827457			ISSUED. Renewal due 11/14/2006
001237-000069	AUSTRALIA	A 175,808	8/30/1962		ISSUED. Renewal due 8/30/07
001237-000070	BRAZIL	800230884	12/21/1982	8/21/1980	ISSUED. 8/9/04 request for status to associate 8/13/04 per associates, publication of renewal not due until about 12/2004-1/2005
001237-000071	CANADA	412088	5/7/1993	11/5/1991	ISSUED. Renewal due May 7, 2008

Monday, May 16, 2005

Woodard Emhardt Moriarty McNeill & Henry LLP
Red Spot Paint & Varnish Co Inc.

Mark Number: 001237-000072
 Mark: DURAPLAS
 (Registration No. Serial No.)
 Class: 29
 Issue Date: 5/20/1994
 Colours: 677747
 3/13/1991
 629940
 4/18/1989
 602108
 3/4/1988
 88-7606
 3/29/1988
 76/150,373
 10/19/2000
 76/140,850
 10/4/2000
 76/150,212
 10/19/2000
 75/541,934
 8/24/1998
 993519
 11/19/1998

001237-000072	DURAPLAS	CANADA	TMA 427403	5/20/1994	677747	3/13/1991	ISSUED. Renewal due 5/20/09
001237-000073	FLEXICOTE	CANADA	385680	6/14/1991	629940	4/18/1989	ISSUED. Renewal due 6/14/2006
001237-000074	HYDROPLAS	CANADA	355296	5/5/1989	602108	3/4/1988	ISSUED. 5/17/04 Renewal confirmed by associate. Next renewal due 5/5/2019.
001237-000078	RED SPOT & TARGET LOGO	SOUTH KOREA	172117	6/14/1989	88-7606	3/29/1988	ISSUED. Certificate of Renewal mailed to client 1/9/00. 4.22.93 letter to client reporting status and enclosed status report of all trademarks.
001237-000226	G-LINK	*U.S.	2,561,489	4/16/2002	76/150,373	10/19/2000	ISSUED. REGISTERED.
001237-000227	PRO-LINK	*U.S.	2,603,796	8/6/2002	76/140,850	10/4/2000	ISSUED. REGISTERED.
001237-000228	SPORT-LINK	*U.S.	2,561,488	4/16/2002	76/150,212	10/19/2000	ISSUED. REGISTERED.
001237-000229	POPFREE	*U.S.	2,285,257	10/12/1999	75/541,934	8/24/1998	ISSUED. REGISTERED. Sections 8 & 15 declarations to client on 12/20/04 for execution & return. Final due date 10/12/05.
001237-000230	POPFREE	EUROPEAN COM	993519	1/20/2000	993519	11/19/1998	ISSUED. REGISTERED.