

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
Axia Incorporated		12/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	branch of UBS AG:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1373789	AXIA	
Registration Number:	793165	AMES	
Registration Number:	804603	AMES	
Registration Number:	804868	AMES	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029217-0086		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$115.00 1373789

Signature:	/Rhonda DeLeon/
Date:	12/29/2005
<p>Total Attachments: 14 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif source=TSA#page7.tif source=TSA#page8.tif source=TSA#page9.tif source=TSA#page10.tif source=TSA#page11.tif source=TSA#page12.tif source=TSA#page13.tif source=TSA#page14.tif</p>	

Trademark Security Agreement

Trademark Security Agreement, dated as of December 21, 2005, by each Pledgor listed on Schedule II hereto (collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, business names, trade names, or other indicia of origin or source identification and all registrations of and applications to register (other than intent-to-use applications for which a Statement of Use or Amendment to Allege Use has not been filed and accepted) the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), and any renewals thereof, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and, with respect thereto, including damages, claims, and payments for past, present or future infringements, dilutions, or other violations thereof, (iii) all other rights corresponding thereto throughout the world, and (iv) rights to sue for past, present and future infringements, dilutions, or other violations thereof, together with the goodwill of Pledgor's business relating thereto and symbolized thereby, and including but not limited to the applications and registrations referred to on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full satisfaction of the Obligations or in connection with a release otherwise expressly permitted by the Loan Documents, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIA INCORPORATED

By: 

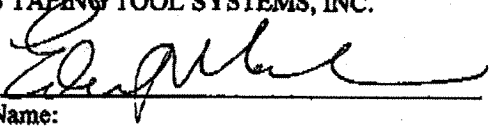
Name:

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

AMES TAPING TOOL SYSTEMS, INC.

By:

A handwritten signature in black ink, appearing to be "E. J. White", written over a horizontal line.

Name:

Title:

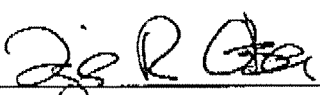
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  _____

Name: Richard L. Tavrow
Title: Director

By:  _____

Name: Irja R. Otsa
Title: Associate Director

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

AMES TAPING TOOL SYSTEMS, INC.

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	FEATHER-LITE	(8) Dry wall taping tools, namely, finishing knives, taping knives, sanding poles and mud pans	76/449,041; 09/13/2002	2,781,520; 11/11/2003	Registered; 11/11/2013 (Affidavit of Use due 11/11/2009)
USA	BAZOOKA	(08) Hand-operated drywall taping tools, namely drywall tape applicators and drywall tape rollers	76/449,280; 09/13/2002	2,797,019; 12/23/2003	Registered; 12/23/2013 (Affidavit of Use due 12/23/2009)
USA	TAPETECH	(08) Manually operated drywall taping tools in the nature drywall applicators	76/449,282; 09/13/2002	2,785,831; 11/25/2003	Registered; 11/25/2013 (Affidavit of use due 11/25/2009)
USA	AMES LOGO	(07) Drywall taping machine; (8) Hand-held drywall taping tools, namely, block sanders, universal knives and drywall hammers; (16) Instruction manuals; newsletters, publications and other printed materials, namely brochures, price lists, and updates related to the drywall industry; (19) Tape used in drywall and wallboard construction	76/449,287; 09/13/2002	2,837,824; 05/04/2004	Registered; 05/04/2004 (Affidavit of Use due 05/04/2010)

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	MINIZOOKA	(08) Hand-operated drywall taping tools, namely drywall tape applicators and drywall tape rollers	76/449,286; 09/13/2002	2,797,020; 12/23/2003	Registered; 12/23/2013 (Affidavit of Use due 12/23/2009)
USA	MAXIZOOKA	(08) Hand operated drywall tapers	76/449,042; 09/13/2002	2,816,307 02/24/2004	Registered; 02/24/2014 (Affidavit of Use due 02/24/2010)
USA	AMES TAPING TOOL SYSTEMS CO. AND DESIGN	((35) - Retail store services for hand and power tools and supplies for drywall installation and finishing (37) - Rental services of specialized drywall taping and finishing tools (41) - Educational services – namely, providing instruction through video tapes and providing support instruction services for the drywall taping and finishing profession.	76/449,288; 09/13/2002	2,777,588; 10/28/2003	Registered; 10/28/2013 (Affidavit of Use due 10/28/2009)
USA	EASYCLEAN	(8) Hand operated drywall finishing tools	76/449,039; 09/13/2002	2,775,006; 10/21/2003	Registered; 10/21/2013 (Affidavit of Use due 10/21/2009)
USA	AMES MONSTER MESH & DESIGN	(08) Drywall finishing tools, namely mesh tapers	75/903,553; 01/26/2000	2,559,813; 04/09/2002	Registered; 04/09/2012 (Affidavit of Use due 04/09/2008)
USA	MUDRUNNER	(07) Power operated hand tools, namely, corner drywall tape applicator	78/197,464; 12/23/2002	2,817,212 02/24/2004	Registered; 02/24/2014 (Affidavit of Use due 02/24/2010)

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	PREMIER INTERNATIONAL	(08) Manually operated drywall taping tools in the nature of drywall tape applicators	78/212,828; 02/10/2003	2,815,052; 02/17/2004	Registered; 02/17/2014 (Affidavit of Use due 02/17/2010)
CANADA	BAZOOKA	(08) Drywall taping tools	581,061; 03/30/1987	337,979; 03/11/1988	Renewed; 03/11/2018

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
CANADA	TAPETECH	(08) Hand powered automatic and non-automatic taping machines and attachments namely broadknives, long-armed joint compound dispensing tool, pumps for loading taping machines, screens, gaskets, o-rings, nylon seats, blades, cables, rollers for use in corners, finishers for use in corners, applicators used to distribute joint compound into interior angles, finishers for use on flat surfaces, applicators used to lay joint compound on flat or surfaces and corner joints, extension pieces used to increase tool arm length, handles used to extend length of tools; hand-operated automatic and non-automatic drywall taping tools and component parts therefor, namely, broadknives, long-armed joint compound dispensing tool, pumps for loading taping machines, screens, gaskets, o-rings, nylon seats, blades, cables, rollers for	697,219; 01/15/1992	421,433; 12/24/1993	Registered; 12/24/2008

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
		use in corners, finishers for use in corners, applicators used to distribute joint compound into interior angles, finishers for use on flat surfaces, applicators used to lay joint compound on flat or surfaces and corner joints, extension pieces used to increase tool arm length, handles used to extend length of tools			
CANADA	MINIZOOKA	(08) Hand powered automatic drywall taping tools; drywall finishing tools	699,976; 02/28/1992	408,216; 12/12/1993	Registered; 12/12/2008
CANADA	EASYROLL	(08) Hand-powered automatic drywall taping tools; drywall finishing tools	699,965; 02/28/1992	411,890; 04/30/1993	Registered; 04/30/2008
AUSTRALIA	PREMIER INTERNATIONAL	(08) Hand tools and implements; drywall taping tools; parts and accessories for the aforementioned goods	949712; 04/08/2003	949712; 09/22/2003	Registered; 04/08/2013
EUROPEAN COMMUNITY	PREMIER INTERNATIONAL	(08) Drywall taping tools	3055449; 02/14/2003	3055449; 11/03/2004	Registered; 02/14/2013
NEW ZEALAND	PREMIER INTERNATIONAL	(08) Drywall taping tools	673949; 02/10/2003	673949; 08/14/2003	Registered; 02/10/2010

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	TAPEMASTER	(08) Hand-operated drywall taping and finishing tools, namely, automatic taper, finisher, angle applicator, angle roller, angle head, adjustable angle head, angle head handle, flat box, box handle, nail spotter, loading pump, corner finisher and finisher handle	75/137,089; 07/22/1996	2,199,221; 10/27/1998	Registered; 10/27/2008
USA	AMES & DESIGN	(07) – Drywall taping machines (08) – Hand-held drywall taping tools, namely, block sanders, universal sanders, knives and drywall hammers (16) - Instruction manuals, newsletters, publications and other promotional materials, namely, brochures, prices lists, and updates related to the drywall industry (17) - Joint tape used in drywall and wallboard construction	76/449,287; 09/13/02	2,837,824; 05/04/2004	Registered; 05/04/2014

TRADEMARKS

AXIA INCORPORATED

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	AXIA	(17) Packaging tape	73/538,275; 05/17/1985	1,373,789 12/03/1985	Registered; 12/03/2005

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
USA	AMES	(19) Tape used in wallboard construction, and drywall outlet reinforcement	72/188,714; 03/16/1964	793,165; 07/27/1965	Renewed; 07/27/2015
USA	AMES	(08) Automatic and non-automatic taping machines and attachments therefore, namely, corner rollers, corner finishers, flat finishers, corner and flat applicators, nail spotters, mastic spreaders, loading pumps, block sanders, universal sanders, plastic and metal taper pans and replacement blades therefore, knives, scrapers, trowels, hawks, inside and outside corner tools, tape and pan holders, mud beaters, general purpose mixers adapted to be driven by power drills, and saws	72/188,070; 03/06/1964	804,603; 03/01/1966	Renewed; 03/01/2006
USA	AMES	(37) Rental of automatic taping machines used in taping and finishing gypsum drywall joints to the construction industry, and specially designed corner rollers, corner finishers, flat finishers, corner and flat applicators, nail spotters, mastic spreaders and loading pumps used therewith	72/188,071; 03/06/1964	804,868; 03/01/1966	Renewed; 03/01/2006

Country	Mark	Class	Serial #/Filing Date	Reg. #/Issue Date	Status/Expiration Date
CANADA	EASYCLEAN	(08) Pump used in connection with drywall taping tools	655,156; 04/12/1990	405,131; 11/20/1992	Registered; 11/20/2017
CANADA	EASYCLEAN	(08) Hand-powered automatic and non-automatic drywall taping tools and a hand-operated pump used in connection with the drywall taping tools; hand-operated drywall finishing tools	703,367; 04/22/1992	427,787; 05/27/1994	Registered; 05/27/2009

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

AXIA INCORPORATED
801 Travis, Suite 1400, Houston, TX

AMES TAPING TOOL SYSTEMS, INC.
3305 Breckinridge Blvd., Ste. 122
Duluth, GA 30096

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