

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O'Sullivan Films, Inc.		02/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LASALLE BUSINESS CREDIT, LLC
Street Address:	2001 Market St
Internal Address:	Two Commerce Square, Suite 2610
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2698214	AUTOGUARD OEM
Registration Number:	2390002	CASTILLIAN
Registration Number:	2519478	COPY DEFENDER
Registration Number:	2938881	COVERWISE
Registration Number:	1624843	CSW
Registration Number:	1622516	FLEXCLEAR
Registration Number:	1569699	H2OKAY!
Registration Number:	1723596	O'SULLIVAN
Registration Number:	2220182	REGALITE
Registration Number:	1622502	REGALTECH
Registration Number:	1056068	ROLL-A-GLASS
Registration Number:	1595364	S'OFFICE
Registration Number:	1386714	ULTRALITE

CH \$440.00 2698214

Registration Number:	2323216	ULTRALITE
Registration Number:	2363698	ULTRA SHIELD
Registration Number:	2743456	VELVET CRUSH
Registration Number:	2387091	VISIONS

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Miles & Stockbridge P.C.

Address Line 1: 10 Light Street

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	03/14/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 15th day of February, 2006, by O'SULLIVAN FILMS, INC., a Delaware corporation, with its principal place of business and chief executive office at 1944 Valley Avenue, Winchester, Virginia 22601 ("Borrower") in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, with an office at Suite 2610, Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103 ("Lender"):

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Loan Documents"), which Loan Documents provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Loan Documents. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Loan Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with 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 otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Loan Documents have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents.

All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Loan Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits.

This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings.

Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances.

Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations.

All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

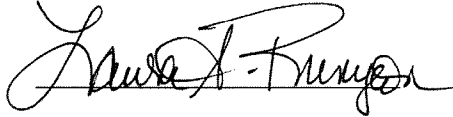
[Signatures Follows on Next Page]

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

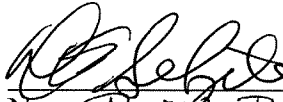
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

WITNESS/ATTEST:

BORROWER:



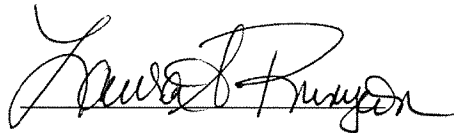
O'SULLIVAN FILMS, INC.

By:  (SEAL)
Name: DENIS L. BELZILE
Title: PRESIDENT

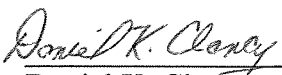
Agreed and Accepted By the Lender As of the Date First Written Above:

WITNESS/ATTEST:

LENDER:



LASALLE BUSINESS CREDIT, LLC

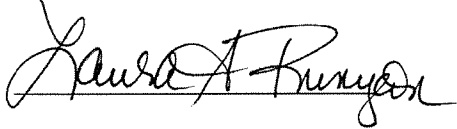
By:  (SEAL)
Daniel K. Clancy,
First Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

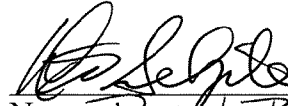
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

WITNESS/ATTEST:

BORROWER:



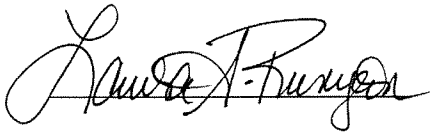
O'SULLIVAN FILMS, INC.

By:  (SEAL)
Name: Denis L. Belzile
Title: President

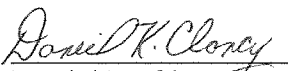
Agreed and Accepted By the Lender As of the Date First Written Above:

WITNESS/ATTEST:

LENDER:



LASALLE BUSINESS CREDIT, LLC

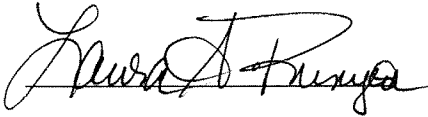
By:  (SEAL)
Daniel K. Clancy,
First Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT


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WITNESS/ATTEST:

BORROWER:



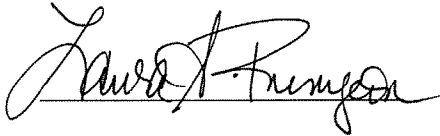
O'SULLIVAN FILMS, INC.

By:  (SEAL)
Name: Denis L. Belzile
Title: President


Agreed and Accepted By the Lender As of the Date First Written Above:

WITNESS/ATTEST:

LENDER:



LASALLE BUSINESS CREDIT, LLC

By:  (SEAL)
Daniel K. Clancy,
First Vice President

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

REGISTERED
TRADEMARK SCHEDULE

<u>Registration/Serial No.</u>	<u>Date Filed/Date Registered/</u>	<u>Trademark</u>	<u>Goods</u>
2698214	3/18/2003	AUTOGUARD OEM	VINYL FABRICS FOR USE IN THE FURTHER MANUFACTURE OF AFTERMARKET AUTOMOBILE ACCESSORIES
2390002	9/26/2000	CASTILLIAN	VINYL, IN ROLL FORM FOR USE IN FURTHER MANUFACTURE
2519478	12/18/2001	COPY DEFENDER	OPAQUE AND CLEAR VINLY IN SHEET AND ROLL FORM FOR USE IN FURTHER MANUFACTURE
2938881	4/5/2005	COVERWISE	POLYMERIC WALL COVERINGS FOR INTERIOR OR EXTERIOR USE; POLYMERIC FLOOR COVERINGS FOR INTERIOR OR EXTERIOR USE; AND POLYMERIC CEILING COVERINGS FOR INTERIOR USE
1624843	11/27/1990	CSW	VINYL IN THE FORM OF SHEETS FOR USE IN MANUFACTURING A WIDE VARIETY OF PRODUCTS
1622516	11/13/90	FLEXCLEAR	VINYL IN THE FORM OF SHEETS FOR USE IN FURTHER MANUFACTURE
1569699	12/5/1989	H2OKAY!	VINYL SHEETING FOR VINYL SWIMMING POOL LINERS
1723596	10/13/1992	O'SULLIVAN	VINYL IN THE FORM OF SHEETS AND ROLLS FOR USE IN FURTHER

<u>Registration/Serial No.</u>	<u>Date Filed/Date Registered/</u>	<u>Trademark</u>	<u>Goods</u>
2220182	1/26/1999	REGALITE	MANUFACTURE VINYL IN SHEET FORM FOR USE IN FURTHER MANUFACTURE
16222502	11/13/1990	REGALTECH	MEDICAL GRADE VINYL IN SHEET FORM FOR USE IN MANUFACTURING
1056068	1/11/1977	ROLL-A-GLASS	TRANSPARENT FLEXIBLE PLASTIC MATERIAL IN SHEET FORM
1595364	5/8/1990	S'OFFICE	VINYL IN THE FORM OF FLEXIBLE SHEETS FOR USE IN MANUFACTURING
1386714	3/18/1986	ULTRALITE	PLASTIC WINDOWS FOR AUTOMOBILES
2323216	2/28/2000	ULTRALITE	PLASTIC IN THE SHEET FORM FOR FURTHER MANUFACTURE IN THE AUTOMOTIVE, MARINE, BOOKBINDING, MAGAZINE CASING, PROTECTIVE FACE MASK, OUTDOOR ADVERTISING AND EXTERIOR SIGNAGE FIELDS
2363698	7/4/2000	ULTRASHIELD	VINYL IN SHEET FORM FOR USE IN FURTHER MANUFACTURE
2743456	7/29/2003	VELVET CRUSH	ACRYLIC FLOCKED VINYL FILM OR SHEET FORM FOR USE IN FURTHER MANUFACTURE IN THE LOOSELEAF AND INFORMATION PACKAGING INDUSTRY
2387091	9/19/2000	VISIONS	VINYLS AND OLEFINS IN SHEET AND ROLL FORM FOR USE IN FURTHER MANUFACTURE

TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied

None