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2/15/06 12:12

PAGE 003/016

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Form TTD-1304 (Rev. 03/03)
OMB No. 0051-0027 (exp. 8/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings: [arrows]

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

80034-926 (7)

1. Name of conveying party(ies):
Jason Incorporated

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

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

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation, as agent
Internal Address:
Address:
Street Address: 500 N. MICHIGAN
City: Chicago State: IL Zip: 60661

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

If business is not conducted in the United States, a separate representative designation is attached: Yes No
(Designate each in a separate document and attach separate document name & address of attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Second Lien
 Change of Name
 Other

Execution Date: December 16, 2005

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

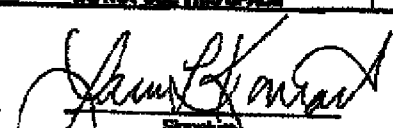
Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Laura Konrath
Internal Address: Winston & Strawn LLP
33rd Floor
Street Address: 35 W. Wacker Dr.
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations tracked: 53

7. Total fee (\$7 CFR 3.41) \$ 1,340
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 232428

9. Signature:
Laura Konrath
Name of Person Signing
Signature: 
Date: 1/18/06

DO NOT USE THIS SPACE

This number of pages including cover sheet, attachments, and document:
This document is to be recorded with registered cover sheet information for
Commissioner of Patents & Trademarks, East Administration
Washington, D.C. 20527

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RightFax

2/15/06 12:12 PAGE 004/016 Fax Server

Continuation
Item 4

TRADEMARKS

MARK	REG. NUMBER	REG. DATE
A	1231635	3/22/83
AD-LEA-SIVE	0411618	1/2/45
ARTAB	0408273	8/1/44
CALIFORNIA BUFF COMPANY	1626565	12/11/90
CAM RUNNER	2354626	6/6/00
CHURCHILL	2353870	5/30/00
ECONOORB**	1850483	8/23/94
ENDURION	0613728	10/11/55
EVERYBODY LOVES OSBORN BRUSHES	1399196	7/1/86
FIBERPOAM	2060231	5/13/97
GRIPMASTER	0410507	11/28/44
IMPERIAL	0869294	5/13/69
JACKSONLEA	1760887	3/30/93
JACKSONLEA	1763910	4/18/90
LEA ANTISTAT	0818952	11/22/66
LEA LUBEWAX	0832391	7/25/67
LEA LUXEMATIC	0839808	12/5/67
LEABRITE	2205308	11/24/98
LEAROK	0304157	6/20/33
LIQUABRADE	0556217	3/18/52
LIQUA-SHREN	1055844	1/11/77
LOAD BURNERS	0973349	11/26/73
MAGNAFLEX	2572176	5/21/02
MARABOND	1048153	9/14/76
MARATEX	1041359	6/15/76
Milco	1,145,461	1/6/81
MILCO	2687697	3/18/03

MARK	REG. NUMBER	REG. DATE
NATORQ	1196113	1/7/65
OSBORN	0569356	1/20/53
OSBORN	0591827	8/27/74
OSBORN	0987058	6/25/74
OSBORN	0988709	7/23/74
OSBORN	0987775	7/9/74
OSBORN	0779410	11/3/64
OSBORN	0745621	2/26/63
PLASTIGLUE	2208526	12/8/98
POWER TUBE	1414988	10/28/96
PROFILE	1492289	6/14/88
RD	0985753	6/11/74
SEALEZE	2401489	11/7/00
SOFTOOL	1793403	9/21/93
SPEEDIE	1255712	11/1/83
SPRAY-IT	1303353	11/6/84
STRAT-O-SCREEN	1039967	5/25/76
SYNTEX	2536226	2/15/02
SYNTEX PLUS	2536227	2/5/02
TRUSPEC	1420114	12/9/86
ULTRA-GRIT	1570671	12/12/89
ULTRA-TECH	2205307	11/24/98
UNI-LOK	1412046	10/7/86

** This mark is licensed to Jason Inc.
 *** To be allowed to lapse.

Trademark Applications:

MARK	APP. NUMBER	APP. DATE
DYNAPLEX	76/483306	1/21/03
LEAROCK	76/539467	6/11/03
ASSEMBLED PRODUCTS	76/597298	6/14/04

*END Continuation
 Item 4*

RightFax

2/15/06 12:12

PAGE 006/016

Fax Server

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2005, by JASON INCORPORATED, a Wisconsin corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent for Purchasers ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amendment No. 1 to Note Purchase Agreement, Omnibus Amendment to Note Documents and Consent to certain Intercompany Transactions dated as of the date hereof by and among Grantor, as Issuer, Holdings, Agent and the Persons signatory thereto from time to time as Purchasers (the "Amendment"), Agent and Purchasers have agreed to make certain amendments to the Note Purchase Agreement dated as of February 9, 2004 by and among Grantor, as Issuer, Holdings, Agent and Purchasers (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement") and the other Note Documents; and

WHEREAS, Agent and Purchasers are willing to execute the Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Purchasers, a continuing second priority security interest (subject only to the first priority security interest in favor of Agent, on behalf of itself and Lenders, under the Credit Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule J hereto;

(b) all renewals of the foregoing;

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RightFax

2/15/06 12:12

PAGE 007/016

Fax Server

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed to a third party under any Trademark License; and

(d) all products and proceeds of the foregoing and all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed to a third party under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed to a third party under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Trademark to the extent that the grant of a security interest therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Purchasers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

[signature page follows]

RightFax

2/15/06 12:12

PAGE 008/016

Fax Server

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

IASON INCORPORATED

By: [Signature]
Name: John Hengel
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

Signature page to Trademark Security Agreement

RightFax

2/15/06 12:12

PAGE 009/016

Fax Server

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

IASON INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: [Signature]
Name: _____
Title: Ryan Cassada
Duly Authorized Signatory

Signature page to Trademark Security Agreement

RightFax

2/15/06 12:12

PAGE 010/016

Fax Server

ACKNOWLEDGMENT OF GRANTORSTATE OF WisconsinCOUNTY OF Milwaukee

ss.

On this 24th day of October, 2005 before me personally appeared John J. Hengel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jason Incorporated, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Judith M. Herr
Notary Public JUDITH M. HERR

{sent}

Signature page to Trademark Security Agreement

RightFax

2/15/06 12:12

PAGE 011/016

Fax Server

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See attached

Schedule I

RightFax

2/15/06 12:12 PAGE 012/016 Fax Server

TRADEMARKS

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
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CAM RUNNER	2354626	6/6/00
CHURCHILL	2353870	5/30/00
ECONOSORB**	1850483	8/23/94
ENDURION	0613728	10/11/33
EVERYBODY LOVES OSBORN BRUSHES	1399196	7/1/86
FIBERFOAM	2060231	5/13/97
GRIPMASTER	0410507	11/28/44
IMPERIAL	0869294	5/13/69
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MARATEX	1041339	6/15/76
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OSBORN	0987058	6/25/74
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OSBORN	0987773	7/9/74
OSBORN	0779410	11/3/64
OSBORN	0745621	2/26/63
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POWER TUBE	1414988	10/28/96
PROFILE	1492289	6/14/88
RD	0985758	6/11/74
SEALEZE	2401489	11/7/00
SOFTOOL	1793403	9/21/93
SPEEDIE	1255712	11/1/83
SPRAY-IT	1303353	11/6/84
STRAT-O-SHEEN	1038967	5/25/85
SYNTEX	2536226	2/15/02
SYNTEX PLUS	2536227	2/5/02
TRUSPEC	1420114	12/9/86
ULTRA-GRIT	1570671	12/12/89
ULTRA-TECH	2205307	11/24/98
UNI-LOK	1412046	10/7/86

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 *** To be allowed to lapse.

Trademark Applications:

MARK	APP. NUMBER	APP. DATE
DYNAFLEX	76483306	1/21/03
LEAROCK	76599467	8/11/03
ASSEMBLED PRODUCTS	76597298	6/14/04

TRADEMARK LICENSES

1. Agreement between Osborn International SA and Equipment Merchants International, Inc. ("Verbal Agreement Pending Signatures as of December 9, 1999").
2. License and Technical Assistance Agreement with Manufacturing and Sales Rights between Jackson Buff Company and Hsin Feng Corp., dated November 15, 1988 (and amended March 25, 1999).
3. Distribution Agreement between Lea and SIDA S.A. dated January 1, 1989.
4. License Agreement between Lea and SIDA S.A. dated January 12, 1989.
5. Manufacturing License Agreement between Lea Manufacturing Company and MacDermid, Inc. dated July 1, 1985.
6. License Agreement between Lea Manufacturing Company and Anderson Peek Hanson Limited dated May 31, 1985. (UK and Republic of Ireland)
7. License and Technical Assistance Agreement between Lea Manufacturing Company and Anderson Peek Hanson Limited dated May 31, 1985. (France)
8. Agreement between Lea Manufacturing Company and Regal dated August 1, 1979.
9. Agreement between Lea Manufacturing Company and S.A.R.L. RENWART dated June 1979.
10. Agreement between Lea Manufacturing Company and Nihon Kenzai Kabushiki Kaisha dated March 1, 1990.
11. Agreement between The Lea Manufacturing Company and PME International Co., Ltd. dated September 1, 1990 and amended on June 13, 1993.
12. License and Technical Assistance Agreement between Kiesow GmbH & Co and Hsin Feng Enterprise Corporation dated December 9, 1995.
13. Licensing Agreement between The Lea Manufacturing Co. and Galvanolyte, S.A. dated July 28, 1972.
14. License and Technical agreement between JacksonLea and Kings Britic Company dated November 14, 2000 and amended November 8, 2002.
15. Agreement between Jason Incorporated and Matarah Industries, Inc. for the use of the trademark ECONOSORB. No royalty license to Jason from Matarah. Agreement signed January 26, 1994.

CH01617962