

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
Gardner-Gibson, Inc.		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1695646	ALL IN ONE
Registration Number:	0949618	BLACK-JACK
Registration Number:	1721272	BLACK-JACK
Registration Number:	2038318	BLACK JACK NEVER A GAMBLE
Registration Number:	1899472	BORDER BUDDY
Registration Number:	0742569	BUTYLOID
Registration Number:	0726149	ETERNAFLEX
Registration Number:	1735908	E-Z SEAL
Registration Number:	1792283	E-Z SEAL
Registration Number:	1786049	E-Z-S-Q-U-E-E-Z-E
Registration Number:	2016001	GIBSON-HOMANS PRO'S CHOICE
Registration Number:	1756323	GIBSON-HOMANS ROOF PROOF
Registration Number:	1586775	GIBSON-HOMANS ROOF TITE
Registration Number:	0698810	HANDI-GARD

CH \$965.00 1695646

Registration Number:	0854853	KED
Registration Number:	1859384	ROOF PROOF
Registration Number:	1909299	SHUR-SHIELD
Registration Number:	1210146	SHUR-STIK
Registration Number:	1756297	SHUR-STIK
Registration Number:	1797010	SHUR-STIK PERMANENT PATCH
Registration Number:	1926463	SPEEDWAY GRADE
Registration Number:	1652423	SUPER-FLASH
Registration Number:	1899471	WALLPAPER PAL
Registration Number:	2062500	ACRYLIC ONE
Registration Number:	1821339	DYNAMITE
Registration Number:	2076715	ELASTOMERIC ONE
Registration Number:	1981599	FIREPOWER
Registration Number:	2170165	FIRST ACRYLIC
Registration Number:	2160803	FIRST COLORS
Registration Number:	1971859	FLASHPOINT
Registration Number:	2004663	HOT SHOT
Registration Number:	1887909	MARKSMAN
Registration Number:	1997620	PAINTER'S X-TRA
Registration Number:	2014539	PRO STOCK
Registration Number:	2046352	QUICK DRAW
Registration Number:	1981598	SURE SHOT
Registration Number:	2232898	EXTREME
Registration Number:	2256063	SHOCKWAVE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1670041
NAME OF SUBMITTER:	Richard Kalwa

Signature:

/richard kalwa/

Date:

02/13/2008

Total Attachments: 5

source=2387583#page1.tif

source=2387583#page2.tif

source=2387583#page3.tif

source=2387583#page4.tif

source=2387583#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 31st day of January, 2008, Gardner-Gibson, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 4161 East 7th Avenue, Tampa, Florida 33605, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor or assign to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

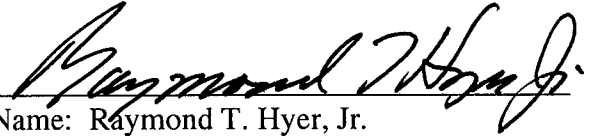
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GARDNER-GIBSON, INC.

By 
Name: Raymond T. Hyer, Jr.
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., AS AGENT

By _____
Name _____
Title _____

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GARDNER-GIBSON, INC.

By _____
Name: Raymond T. Hyer, Jr.
Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., AS AGENT

By James Bucaro
Name James Bucaro
Title Vice President

[Signature page to Trademark Collateral Agreement]

TRADEMARK
REEL: 003718 FRAME: 0892

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

DESCRIPTION	REGISTRATION #
All In One	1,695,646
Black-Jack	949,618
Black-Jack	1,721,272
Black-Jack...Never A Gamble	2,038,318
Border Buddy	1,899,472
Butyloid	742,569
Eternaflex	726,149
E-Z Seal	1,735,908
E-Z Seal	1,792,283
E-Z-S-Q-U-E-E-Z-E	1,786,049
Gibson-Homans Pro's Choice	2,016,001
Gibson-Homans Roof Proof	1,756,323
Gibson-Homans Roof Tile	1,586,775
Handi-Gard	698,810
KED	854,853
Roof Proof	1,859,384
Shur-Shield	1,909,299
Shur-Stik	1,210,146
Shur-Stik	1,756,297
Shur-Stik Permanent Patch	1,797,010
Speedway Grade	1,926,463
Super-Flash	1,652,423
Wallpaper Pal	1,899,471
Acrylic One	2,062,500
Dynamite	1,821,339

DESCRIPTION	REGISTRATION #
Elastomeric One	2,076,715
FirePower	1,981,599
First Acrylic	2,170,165
First Colors	2,160,803
Flashpoint	1,971,859
Hot Shot	2,004,663
Marksman	1,887,909
Painter's X-Tra	1,997,620
Pro Stock	2,014,539
Quick Draw	2,046,352
Sure Shot	1,981,598
Extreme	2,232,898
Shockwave	2,256,063