

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
California Products Corporation		11/27/2013	CORPORATION: MASSACHUSETTS
Fiberlock Technologies, Inc.		11/27/2013	CORPORATION: MASSACHUSETTS
CPC Holdco, Inc.		11/27/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as agent
<b>Street Address:</b>	111 W. Monroe
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Canadian chartered bank: CANADA

**PROPERTY NUMBERS Total: 114**

Property Type	Number	Word Mark
Registration Number:	1844994	2010
Serial Number:	85772975	2020
Registration Number:	3878117	20TH CENTURY
Registration Number:	3878118	20TH CENTURY
Registration Number:	3105093	ABACUS
Registration Number:	1172749	A-B-C
Registration Number:	2782498	ACRYLO-TEX
Registration Number:	2877829	AFTERSHOCK
Registration Number:	0894448	ALLFLOR
Registration Number:	0894011	ALLSHEEN
Registration Number:	0639247	ALLWALL
Registration Number:	4028900	C

Registration Number:	2938462	C
Registration Number:	0972155	CALIFORNIA
Registration Number:	3706199	CALIFORNIA PAINTS E-VISUALIZER
Registration Number:	4147919	CALPRO
Serial Number:	85905298	CATEGORY 1
Registration Number:	4290050	CATEGORY 2
Registration Number:	4290051	CATEGORY 3
Serial Number:	85905307	CATEGORY 4
Serial Number:	85905313	CATEGORY 5
Registration Number:	2364971	CHILDGUARD
Registration Number:	1717994	COLOR CLASSICS
Registration Number:	1162366	DECOCOLOR
Registration Number:	2075034	DECOTURF
Registration Number:	1105852	DURALUX
Registration Number:	3137036	ENDURADECK
Serial Number:	86045148	EVERCOLOR TECHNOLOGY
Registration Number:	4023980	EVERLIFE
Registration Number:	3695791	EXTRAORDIN-AIRE
Registration Number:	3048808	FIBERLOCK IAQ
Registration Number:	3473600	FIBERLOCK RECON
Registration Number:	2970540	FIREBOND
Registration Number:	3588892	FIREWALL
Registration Number:	0101522	FIXALL
Registration Number:	3865671	FLAWLESS ELEMENTS
Registration Number:	2732933	FLAWLESS FINISH
Registration Number:	2700233	GRAYSEAL
Registration Number:	4261616	GREEN FOCUS
Registration Number:	3654412	GRIPCOAT
Registration Number:	3618393	GRIP-COAT
Registration Number:	1242481	K
Registration Number:	1438095	KONTROL KUBE
Registration Number:	0939487	KURFEES
Registration Number:	1537045	LAG-KLOTH
Registration Number:	1387926	LAG-KOTE
Registration Number:	1511768	LAG-KWIK

	0378985	LARCOLOID
Registration Number:	1870946	L-B-C
Serial Number:	85559861	LEAD GUARD
Registration Number:	1909516	LEAD PREP
Registration Number:	1884479	LEAD SHIELD
Registration Number:	1935401	LEADMASTER
Registration Number:	2126331	LEMON PEEL
Registration Number:	2691631	LOCKKOTE
Registration Number:	4016860	LOGICOLOR
Registration Number:	1295378	MARINE PAINT AND VARNISH
Registration Number:	0512303	MASON-COTE
Registration Number:	3336177	MILDEW PRO
Registration Number:	4159170	NEXTECH
Registration Number:	4165847	NOVUS
Registration Number:	3795119	OXICOURT
Registration Number:	3795117	OXISPORT
Registration Number:	3795118	OXITURF
Registration Number:	0425768	OX-O-DECK
Registration Number:	1418835	PACIFIC
Registration Number:	3764562	PENEBOND
Registration Number:	1877346	PIRANHA
Registration Number:	1759340	PLEXICHROME
Registration Number:	1124927	PLEXICOURT
Registration Number:	0971728	PLEXICUSHION
Registration Number:	1950495	PLEXIFLOR
Registration Number:	0894446	PLEXIPAVE
Registration Number:	4028915	PLEXITEX
Registration Number:	0971727	PLEXITRAC
Registration Number:	1662892	PREP'N SIZE
Registration Number:	3834739	PRIME CHOICE
Registration Number:	3628589	PRIMETOUCH
Registration Number:	2700271	PROGRESS INDUSTRIAL
Registration Number:	2700234	PROGRESS PROFESSIONAL
Registration Number:	0895878	PRO-PAINT
Registration Number:	0741518	PRO-PLASTIC

	0921007	PROTITE
Registration Number:	3337871	RECON
Serial Number:	86020049	RENUUE DECK AND CONCRETE SOLUTIONS
Serial Number:	86020069	RENUUE MOLD AND MILDEW SOLUTIONS
Registration Number:	1194578	RUSTPLATE
Registration Number:	0894447	RUST-PLEX
Registration Number:	1033539	RUST-STOP
Registration Number:	0598286	RUST-STOP
Registration Number:	1354842	SERPIFLEX
Registration Number:	2836919	SHOCKWAVE
Registration Number:	1033516	SKID-GRIP
Registration Number:	3381418	SPRAY ANYWAY
Registration Number:	4022649	STOPZ
Registration Number:	1148562	STORM STAIN
Registration Number:	4227668	STORM SYSTEM
Serial Number:	86045144	STORM WDR X-TREME
Registration Number:	2848153	STREET CLEANER
Registration Number:	2006170	STREET ICE
Registration Number:	1057308	SUPER SCRUB
Registration Number:	1882715	SURFACE OF CHAMPIONS
Registration Number:	0715993	TILE-COTE
Registration Number:	3795116	TOUCHPOINT
Registration Number:	3858325	TRILLION
Registration Number:	4235357	TRIUMPH
Registration Number:	0854518	TROUBLE-SHOOTER
Registration Number:	0622022	TUF-FLEX
Registration Number:	0710154	TUF-QUIK
Registration Number:	4057665	ULTRAPLATE
Registration Number:	4147945	UNITE
Registration Number:	2164697	WEAR-ALL
Registration Number:	1045694	WILBUR & WILLIAMS
Registration Number:	1278518	WIPE-OUT

CORRESPONDENCE DATA

Fax Number: 3125585700

**TRADEMARK**  
**REEL: 005168 FRAME: 0041**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312 558-6352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 4200  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-34
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/05/2013

**Total Attachments: 35**

source=CaliforniaProductsIPSecurityAg#page1.tif  
source=CaliforniaProductsIPSecurityAg#page2.tif  
source=CaliforniaProductsIPSecurityAg#page3.tif  
source=CaliforniaProductsIPSecurityAg#page4.tif  
source=CaliforniaProductsIPSecurityAg#page5.tif  
source=CaliforniaProductsIPSecurityAg#page6.tif  
source=CaliforniaProductsIPSecurityAg#page7.tif  
source=CaliforniaProductsIPSecurityAg#page8.tif  
source=CaliforniaProductsIPSecurityAg#page9.tif  
source=CaliforniaProductsIPSecurityAg#page10.tif  
source=CaliforniaProductsIPSecurityAg#page11.tif  
source=CaliforniaProductsIPSecurityAg#page12.tif  
source=CaliforniaProductsIPSecurityAg#page13.tif  
source=CaliforniaProductsIPSecurityAg#page14.tif  
source=CaliforniaProductsIPSecurityAg#page15.tif  
source=CaliforniaProductsIPSecurityAg#page16.tif  
source=CaliforniaProductsIPSecurityAg#page17.tif  
source=CaliforniaProductsIPSecurityAg#page18.tif  
source=CaliforniaProductsIPSecurityAg#page19.tif  
source=CaliforniaProductsIPSecurityAg#page20.tif  
source=CaliforniaProductsIPSecurityAg#page21.tif  
source=CaliforniaProductsIPSecurityAg#page22.tif  
source=CaliforniaProductsIPSecurityAg#page23.tif  
source=CaliforniaProductsIPSecurityAg#page24.tif  
source=CaliforniaProductsIPSecurityAg#page25.tif  
source=CaliforniaProductsIPSecurityAg#page26.tif  
source=CaliforniaProductsIPSecurityAg#page27.tif  
source=CaliforniaProductsIPSecurityAg#page28.tif  
source=CaliforniaProductsIPSecurityAg#page29.tif  
source=CaliforniaProductsIPSecurityAg#page30.tif  
source=CaliforniaProductsIPSecurityAg#page31.tif  
source=CaliforniaProductsIPSecurityAg#page32.tif  
source=CaliforniaProductsIPSecurityAg#page33.tif  
source=CaliforniaProductsIPSecurityAg#page34.tif  
source=CaliforniaProductsIPSecurityAg#page35.tif

**TRADEMARK**

**REEL: 005168 FRAME: 0042**

**AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

~~THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY~~  
AGREEMENT ("Agreement") is between CALIFORNIA PRODUCTS CORPORATION, a Massachusetts corporation (the "Borrower"), FIBERLOCK TECHNOLOGIES, INC., a Massachusetts corporation ("Fiberlock" and, together with the Borrower, each individually, a "Grantor" and collectively, the "Grantors"), and BANK OF MONTREAL (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of November 27, 2013 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, CPC HOLDCO, INC., a Delaware corporation (the "Parent"), the Lenders party thereto and the Administrative Agent.

**WITNESSETH:**

**WHEREAS**, reference is made to that certain Credit Agreement among Borrower, Parent, Agent and the lenders party thereto, which amends and restates in its entirety that certain Credit Agreement dated as of April 13, 2012 among the Borrower, CPC Holding, LLC ("Old Parent"), the Administrative Agent and the lenders party thereto (the "Original Credit Agreement");

**WHEREAS**, pursuant to the Original Credit Agreement, Borrower, Old Parent and Fiberlock entered into that certain Security Agreement dated as of April 13, 2012 (as in effect on the date hereof immediately prior to entering into this Agreement, the "Original Security Agreement");

**WHEREAS**, it was a condition to the effectiveness of the Original Security Agreement that Borrower and Fiberlock entered into that certain Intellectual Property Security Agreement dated as of April 13, 2012 (the "Original Intellectual Property Security Agreement");

**WHEREAS**, pursuant to the terms of the Original Security Agreement, each Grantor granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest to all General Intangibles (as defined below) of such Grantor to secure the payment of the Obligations, Hedging Liability and Funds Transfer and Deposit Account Liability (each as defined in the Credit Agreement);

**WHEREAS**, to secure the due and punctual payment and performance of the Obligations (as defined in the Original Credit Agreement), each Grantor party to the Original Intellectual Property Security Agreement granted to the Administrative Agent, on behalf of the Secured Parties (as defined below), a security interest in the Intellectual Property Collateral (as defined below);

**WHEREAS**, Old Parent is no longer part of the Borrower's corporate structure;

**WHEREAS**, the Original Security Agreement is being amended and restated in its entirety on the date hereof to, among other things, replace Old Parent with Parent;

**WHEREAS**, the parties hereto desire to enter into this Agreement in order to, among other things, amend and restate the Original Intellectual Security Agreement in its entirety; and

**WHEREAS**, as a condition precedent to the effectiveness of the Credit Agreement, each Grantor is required to execute and deliver this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **SECTION 1. DEFINITIONS.**

(a) The following terms shall have the following meanings as used in this agreement:

“Administrative Agent” has the meaning assigned to such term in the preamble.

“Agreement” means this Intellectual Property Security Agreement, together with all schedules hereto, as the same may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time.

“Borrower” has the meaning assigned to such term in the preamble.

“Code” shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Copyright License” means any Contract providing for the grant of any right in, to or under any Copyright, including any of the foregoing listed on Schedule 1 hereto.

“Copyrights” means (a) copyrights arising under the laws of the United States or anywhere in the world, whether registered or unregistered and whether published or unpublished (including those set forth on Schedule 1 hereto), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, (b) Copyright Licenses, and (c) all other rights of any kind whatsoever accruing thereunder or pertaining thereto including rights to receivables, income and royalties from the exploitation

thereof and rights to sue and recover damages or other compensation for past, present, or future infringements or misappropriation thereof.

“Credit Agreement” has the meaning assigned to such term in the preamble.

“Fiberlock” has the meaning assigned to such term in the preamble.

“General Intangibles” means all “general intangibles” as such term is defined in Article 9 of the Code.

“Grantors” has the meaning assigned to such term in the preamble.

“Intellectual Property” means the (a) Trademarks; (b) Patents; (c) Trade Secrets; (d) Copyrights; (e) domain names; and (f) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Intellectual Property Collateral” shall have the meaning given such term in Section 2 hereof.

“Intellectual Property Licenses” means the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses.

“Old Parent” has the meaning assigned to such term in the recitals hereto.

“Original Credit Agreement” has the meaning assigned to such term in the recitals hereto.

“Original Intellectual Property Security Agreement” has the meaning assigned to such term in the recitals hereto.

“Original Security Agreement” has the meaning assigned to such term in the recitals hereto.

“Parent” has the meaning assigned to such term in the preamble.

“Patent License” means all Contracts providing for the grant of any right to, directly or indirectly, manufacture, use, import, export, distribute or sell any invention covered in whole or in part by a Patent, including any of the foregoing set forth on Schedule 2 hereto.

“Patents” means (a) patents, patent applications therefore and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof and all amendments and supplements thereto and improvements thereon (including those set forth on Schedule 2 hereto), (b) all Patent Licenses, (c) all inventions (whether or not patentable), invention disclosures, improvements, proprietary information, know how, computer software programs (in both source code and object code form) and technology, and (d) including in the case of each of (a), (b) and (c), all rights corresponding thereto in the United States and anywhere in the world, including the right to make, use, lease, license, sell and otherwise transfer the technology or inventions disclosed therein, all income and proceeds



thereof and all license royalties and proceeds of infringement suits for past, present, and future infringements or misappropriation thereof.

“Proceeds” means all “proceeds” as such term is defined in Article 9 of the Code of Collateral and, in any event, shall include all dividends or other income from the Investment Property and Intellectual Property constituting Collateral, collections thereon or distributions or payments with respect thereto.

“Secured Obligations” shall mean, “Obligations”, “Hedging Liability” and “Funds Transfer and Deposit Account Liability” under and as defined in the Credit Agreement as in effect from time to time.

“Secured Party” shall mean any holder from time to time of any Secured Obligation and shall include the Administrative Agent, the Lenders and the L/C Issuer.

“Trademark License” means any Contract providing for the grant of any right in, to or under any Trademark, including the foregoing set forth on Schedule 3 hereto.

“Trademarks” means (a) Trademark Licenses; and (b) trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks, logos, all indicators of the source of goods or services, designs and general intangibles of a like nature (including those set forth on Schedule 3 hereto), all registrations and applications for any of the foregoing in the United States or anywhere in the world, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement, misappropriation, or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, which are owned or licensed by a Credit Party.

(b) All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Credit Agreement or the Security Agreement, or, if not defined therein, in the Code.

(c) References in this Agreement to “Articles”, “Sections”, “Schedules” or “Exhibits” shall be to Articles, Sections, Schedules or Exhibits of or to this Agreement unless otherwise specifically provided. Any of the terms defined in this Section 1 may, unless the context otherwise requires, be used in the singular or plural depending on the reference. The terms “include”, “includes” and “including” as used herein shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by such words or words of like import. The terms “writing”, “written” and comparable terms as used herein refer to printing, typing and other means of reproducing words in a visible form. References “from” or “through” any date herein mean, unless otherwise specified, “from and including” or “through

and including”, respectively. References to any statute and related regulation herein shall include any amendments of the same and any successor statutes and regulations. Unless otherwise expressly provided herein, references herein to any agreement or contract herein are to such agreement or contract and any and all amendments, supplements, extensions, restatements, replacements, refinancings or other modifications thereof. References to any Person herein shall be deemed to include the successors and permitted assigns of such Person. The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any of the terms defined herein may be used in either the singular or the plural. The terms “payment in full”, “paid in full” and any other similar terms or phrases when used herein with respect to the Obligations or the Secured Obligations means the unconditional, final and irrevocable payment in full, in immediately available funds, of all of the Obligations or the Secured Obligations, as the case may be, in each case, unless otherwise specified, other than indemnification and other contingent obligations not then due and payable.

## **SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY.**

(a) Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a first priority Lien and security interest in all of the following property of such Grantor now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and observance of all Secured Obligations.

(i) all Intellectual Property and Intellectual Property Licenses;

(ii) all books, records, ledger cards, files, correspondence and similar items that at any time pertain to or evidence or contain information relating to any of the foregoing or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(iii) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing;

provided that no security interest shall be granted in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under Applicable Law.

## **SECTION 3. REPRESENTATIONS AND WARRANTIES, COVENANTS.**

(a) All registered Copyrights (excluding licensing of commercially available software programs) of each Grantor are set forth in Schedule 1 hereto. Each Grantor (i) will, subject to Section 3(j) below, maintain each Copyright owned by such Grantor and (ii) will not knowingly (and will not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Copyright material to the normal conduct of

such Grantor's business would be reasonably likely to become invalidated or otherwise impaired. Each Grantor shall not knowingly (either itself or through licensees) do any act which would be reasonably likely to cause any Copyright material to the normal conduct of such Grantor's business owned by such Grantor to fall into the public domain.

(b) All Patents of each Grantor are set forth in Schedule 2 hereto. Each Grantor shall not do any act, or omit to do any act, whereby any Patent material to the normal conduct of such Grantor's business owned by such Grantor would be reasonably likely to become forfeited, abandoned or dedicated to the public.

(c) All Trademarks of each Grantor are set forth in Schedule 3 hereto. Such Grantor shall (i) continue to use each Trademark material to the normal conduct of such Grantor's business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain, consistent with reasonable business judgment, the quality of products and services offered under each Trademark owned by such Grantor and take all commercially reasonable steps to ensure that all licensed or sub-licensed users of any Trademark maintain quality standards as established by such Grantor, (iii) use reasonable efforts to use each Trademark owned by such Grantor with the appropriate notice of registration and all other notices and legends required by Applicable Law, and (iv) not knowingly (and not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark material to the normal conduct of such Grantor's business would be reasonably likely to become invalidated or impaired in any material way.

(d) To the knowledge of any Grantor, the conduct of such Grantor does not infringe or otherwise violate the rights of any third party in any respect and there is no litigation, opposition, cancellation, proceeding, objection or claim pending, or, to the knowledge of any Grantor, asserted or threatened against such Grantor concerning the ownership, validity, registerability, enforceability, infringement or use of, or licensed right to use, any Intellectual Property Collateral.

(e) Each Grantor agrees that it shall not do any act that uses any Intellectual Property to infringe, misappropriate or violate the intellectual property rights of any other Person if such act is either (i) done knowingly in violation of such other person's rights or (ii) otherwise could reasonably be expected to have a Material Adverse Effect.

(f) Each Grantor shall use, and use commercially reasonable efforts to cause its licensees to use, proper statutory notice in connection with the use of the Intellectual Property owned by such Grantor.

(g) Each Grantor shall notify the Administrative Agent if it knows that any application or registration included in the Intellectual Property owned or licensed by such Grantor material to the normal conduct of the Grantor's business has become or is reasonably likely to become, forfeited, abandoned or dedicated to the public, or of any materially adverse determination of any Governmental Authority regarding such Grantor's ownership of or right to use, or the validity of, any such Intellectual Property or such Grantor's right to register the same, to own and maintain the same or use the same.

(h) Promptly upon any Grantor's acquisition or creation of any copyrightable work, patentable invention, trademark or other similar intellectual property, such Grantor shall apply for registration thereof with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate office. Promptly after each fiscal quarter, each Grantor shall report to the Administrative Agent if during such fiscal quarter, any Grantor, either by itself or through any agent, employee, licensee or designee, shall have filed an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon request of the Administrative Agent, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request, including the provision of updated versions of Schedules 1, 2, and 3, to effect, evidence, perfect or otherwise put on public record the Secured Parties' security interest in any Intellectual Property Collateral and in the case of a Trademark, the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(i) Each Grantor, in its reasonable business judgment, shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of Intellectual Property owned by such Grantor, in each case, material to the normal conduct of the Grantor's business, including the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of applications for renewal or extension, the filing of affidavits of use and affidavits of incontestability, the filing of divisional, continuation, continuation-in-part, reissue, and renewal applications or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(j) No Grantor shall, without the prior written consent of the Administrative Agent, discontinue use of or otherwise abandon any of its Intellectual Property Collateral, unless such Grantor shall have determined that such use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of such Grantor's business and that the loss thereof could not reasonably be expected to have a Material Adverse Effect and, in any such case, such Grantor shall give prompt written notice of any such abandonment to the Administrative Agent in accordance herewith.

(k) In the event that any Grantor becomes aware that any Intellectual Property Collateral has been infringed, misappropriated or diluted in any material respect by another party, such Grantor shall take such actions and cause its Affiliates to take such actions, as such Grantor shall reasonably deem appropriate under the circumstances to protect, maintain, enforce and preserve the full value of such Intellectual Property Collateral.

(l) Each Grantor agrees to execute such additional documents, with respect to its Intellectual Property Collateral in order to perfect, protect or record with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable

Governmental Authority the security interest granted herein to the Administrative Agent for the benefit of the Secured Parties as the Administrative Agent may reasonably request.

#### SECTION 4. SECURITY AGREEMENT.

~~Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Intellectual Property 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 there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.~~

#### SECTION 5. MISCELLANEOUS.

(a) Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

(b) Submission to Jurisdiction; Waiver of Jury Trial. The terms of Sections 9.23 and 9.24 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, with each reference to the "Borrower", a "party to this Agreement" or a "party thereto" therein being a reference to the Grantors, and the parties hereto agree to such terms.

(c) Amendment and Restatement.

(i) On the Closing Date, the Original Intellectual Property Security Agreement shall be amended and restated in its entirety. The parties hereto acknowledge and agree that (i) this Agreement, the Credit Agreement and the other Loan Documents executed and delivered in connection herewith do not constitute a novation, payment and reborrowing, or termination of the "Obligations" (as defined in the Original Credit Agreement) arising under the Original Credit Agreement as in effect prior to the Closing Date; (ii) such "Obligations" are in all respects continuing (as amended and restated by the Credit Agreement) with only the terms thereof being modified as provided in the Credit Agreement; provided, however, that any Default or Event of Default existing under the Original Credit Agreement is waived as of the Closing Date; (iii) the Liens and security interests as granted under the Loan Documents (whether delivered hereunder or in connection with the Original Credit Agreement) securing payment of such existing Obligations are in all respects continuing and in full force and effect and secure the payment of the Obligations (as defined in the Credit Agreement); and (iv) upon the effectiveness of this Agreement all loans outstanding under the Original Credit Agreement immediately before the effectiveness of the Credit Agreement and this Agreement will be Loans under the Credit Agreement and all outstanding letters of credit under the Original Credit Agreement will be Letters of Credit under the Credit Agreement, in each case on the terms and conditions set forth therein and in this Agreement.

(ii) Notwithstanding the modifications effected by this Agreement of the representations, warranties and covenants of the grantors contained in the Original Intellectual Property Security Agreement, each Grantor acknowledges and agrees that any causes of action or other rights created in favor of any Lender and its respective successors arising out of the

representations and warranties of the original grantors contained in or delivered in connection with the Original Intellectual Security Agreement, shall survive the execution and delivery of this Agreement.

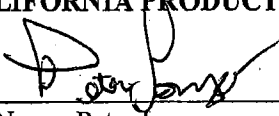
(iii) On and after the Closing Date, each reference in the Loan Documents to the "Intellectual Property Security Agreement", "thereunder", "thereof" or similar words referring to the Intellectual Property Security Agreement shall mean and be a reference to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives as of the day and year first written above.

**GRANTORS:**

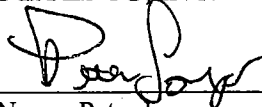
**CALIFORNIA PRODUCTS CORPORATION**

By:   
Name: Peter Longo  
Title: President and Chief Executive Officer

**FIBERLOCK TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Joseph Connor  
Title: President

**CPC HOLDCO, INC.**

By:   
Name: Peter Longo  
Title: President and Chief Executive Officer

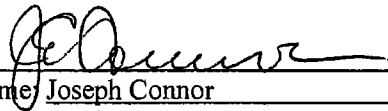
IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives as of the day and year first written above.

**GRANTORS:**

**CALIFORNIA PRODUCTS CORPORATION**

By: \_\_\_\_\_  
Name: Peter Longo  
Title: President and Chief Executive Officer

**FIBERLOCK TECHNOLOGIES, INC.**

By:  \_\_\_\_\_  
Name: Joseph Connor  
Title: President

**CPC HOLDCO, INC.**

By: \_\_\_\_\_  
Name: Peter Longo  
Title: President and Chief Executive Officer



**ADMINISTRATIVE AGENT:**

**BANK OF MONTREAL,**  
as Administrative Agent

By: 

---

Name: Daniel C. Johnson

Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005168 FRAME: 0054**

Schedule 1  
to  
Intellectual Property Security Agreement

**COPYRIGHTS**

OWNER OF RECORD	COUNTRY OF REGISTRATION	COPYRIGHT	APPLICATION OR REGISTRATION NO.	REGISTRATION OR FILING DATE	EXPIRATION DATE	TITLE
California Products Corporation	USA	These are the colors of America, California Paint	SRu000344527	7/31/1996	N/A	N/A

**COPYRIGHT LICENSES**

None.

Schedule 2  
to  
Intellectual Property Security Agreement

**PATENTS**

---

None.



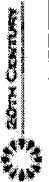
**PATENT LICENSES**



None.

Schedule 3  
to  
Intellectual Property Security Agreement

TRADEMARKS


Domestic Trademarks

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
2010 and Design 	California Products Corporation (Massachusetts Corp.)	March 18, 1993	SN: 74-368835	July 12, 1994	RN: 1,844,994	Renewed July 12, 2004
2020	California Products Corporation (Massachusetts Corp.)	November 6, 2012	SN: 85-772975	n/a	n/a	Pending Intent to Use
20 <sup>TH</sup> CENTURY and Design 	California Products Corporation (Massachusetts Corp.)	February 9, 2010	SN: 77-932045	November 16, 2010	RN: 3,878,117	Registered November 16, 2010
20 <sup>TH</sup> CENTURY and Design 	California Products Corporation (Massachusetts Corp.)	February 9, 2010	SN: 77-932063	November 16, 2010	RN: 3,878,118	Registered November 16, 2010
ABACUS	Fiberlock Technologies, Inc. (Massachusetts Corp.)	September 7, 2004	SN: 78-479517	June 13, 2006	RN: 3,105,093	Registered June 13, 2006
A-B-C	Fiberlock Technologies, Inc. (Massachusetts Corp.) 150 Dascomb Road Andover, Massachusetts 01810	March 17, 1980	SN: 73-254339	October 13, 1981	RN: 1,172,749	Renewed October 13, 2011
ACRYLO-TEX	California Products Corporation (Massachusetts Corp.)	May 4, 2001	SN: 76-251780	November 11, 2003	RN: 2,782,498	Registered 8 & 15 June 19, 2009
AFTERSHOCK	Fiberlock Technologies, Inc. (Massachusetts Corp.)	October 22, 2001	SN: 76-328176	August 24, 2004	RN: 2,877,829	August 24, 2004


Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
ALLFLOR	California Products Corporation (Massachusetts Corp.)	July 29, 1969	SN: 72-333813	July 14, 1970	RN: 894,448	Renewed July 14, 2010
ALLSHEEN	California Products Corporation (Massachusetts Corp.)	July 29, 1969	SN: 72-333809	July 7, 1970	RN: 894,011	Renewed July 7, 2000
ALLWALL	California Products Corporation (Massachusetts Corp.)	April 17, 1956	SN: 72-006504	January 1, 1957	RN: 639,247	Renewed January 1, 2007
C Stylized 	California Products Corporation (Massachusetts Corp.)	March 16, 2011	SN: 85-268215	September 20, 2011	RN: 4,028,900	Registered September 20, 2011
C and Design 	California Products Corporation (Massachusetts Corp.)	November 14, 2000	SN: 76-164924	April 5, 2005	RN: 2,938,462	Registered 8 & 15 March 22, 2011
CALIFORNIA	California Products Corporation (Massachusetts Corp.)	September 28, 1971	SN: 72-403753	November 6, 1973	RN: 972,155	Renewed November 6, 2013
CALIFORNIA PAINTS E- VISUALIZER	California Products Corporation (Massachusetts Corp.)	APRIL 9, 2008	SN: 77-443639	November 3, 2009	RN: 3,706,199	Registered November 3, 2009
CALPRO	California Products Corporation (Massachusetts Corp.) 150 Dascomb Road Andover, Massachusetts 01810	July 21, 2011	SN: 85-377051	May 22, 2012	RN: 4,147,919	Registered May 22, 2012
CATEGORY 1	California Products Corporation (Massachusetts Corp.)	April 16, 2013	SN: 85-905298	n/a	n/a	Pending

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
CATEGORY 2	California Products Corporation (Massachusetts Corp.) 150	December 5, 2011	SN: 85-487136	February 12, 2013	RN: 4,290,050	Registered February 12, 2013
CATEGORY 3	California Products Corporation (Massachusetts Corp.)	December 5, 2011	SN: 85-487138	February 12, 2013	RN: 4,290,051	Registered February 12, 2013
CATEGORY 4	California Products Corporation (Massachusetts Corp.)	April 16, 2013	SN: 85-905307	n/a	n/a	Pending
CATEGORY 5	California Products Corporation (Massachusetts Corp.)	July 25, 2013	SN: 85-905313	n/a	n/a	Pending
CHILDGUARD	Fiberlock Technologies, Inc. (Massachusetts Corp.)	November 3, 1997	SN: 75-383585	July 4, 2000	RN: 2,364,971	Renewed July 4, 2010
COLOR CLASSICS	California Products Corporation (Massachusetts Corp.)	March 4, 1991	SN: 74-144015	September 22, 1992	RN: 1,717,994	Renewed September 22, 2002
DECOCOLOR	California Products Corporation (Massachusetts Corp.)	December 3, 1979	SN: 73-241468	July 28, 1981	RN: 1,162,366	Renewed July 28, 2011
DECOTURF	California Products Corporation (Massachusetts Corp.)	OCTBER 26, 1995	SN: 75-010574	July 1, 1997	RN: 2,075,034	Renewed July 1, 2007
DURALUX	California Products Corporation (Massachusetts Corp.)	November 4, 1977	SN: 73-147226	November 14, 1978	RN: 1,105,852	Renewed November 14, 2008
ENDURADECK	California Products Corporation (Massachusetts Corp.)	December 22, 2004	SN: 78-537230	August 29, 2006	RN: 3,137,036	Registered 8 & 15 September 28, 2011
EVERCOLOR TECHNOLOGY	California Products Corporation (Massachusetts Corp.)	August 22, 2013	SN: 86-045148	August 22, 2013		Pending Intent to Use
EVERLIFE	California Products Corporation (Massachusetts Corp.)	December 2, 2010	SN: 85-189497	September 6, 2011	RN: 4,023,980	Registered September 6, 2011
EXTRAORDIN-	California Products Corporation (Massachusetts Corp.)	March 31, 2009	SN: 77-703342	October 13, 2009	RN: 3,695,791	Registered

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
AIRE	Corporation (Massachusetts Corp.)					October 13, 2009
FIBERLOCK IAQ	Fiberlock Technologies, Inc. (Massachusetts Corp.)	March 25, 2004	SN: 78-390830	January 24, 2006	RN: 3,048,808	Registered 8 & 15 March 10, 2012
FIBERLOCK RECON	Fiberlock Technologies, Inc. (Massachusetts Corp.)	December 18, 2003	SN: 78-342823	July 22, 2008	RN: 3,473,600	Registered July 22, 2008
FIREBOND	Fiberlock Technologies, Inc. (Massachusetts Corp.)	June 1, 2004	SN: 78-428151	July 19, 2005	RN: 2,970,540	Registered 8 & 15 April 20, 2011
FIREWALL	Fiberlock Technologies, Inc. (Massachusetts Corp.)	October 27, 2003	SN: 78-319052	March 10, 2009	RN: 3,588,892	Registered March 10, 2009
FIXALL (Stylized) <b>FIXALL</b>	California Products Corporation (Massachusetts Corp.)	August 1, 1914	SN: 71-080231	December 22, 1914	RN: 101,522	Renewed December 22, 2004
FLAWLESS ELEMENTS	California Products Corporation (Massachusetts Corp.)	October 5, 2009	SN: 77-841024	October 19, 2010	RN: 3,865,671	Registered October 19, 2010
FLAWLESS FINISH	California Products Corporation (Massachusetts Corp.)	May 4, 2001	SN: 76-252081	July 1, 2003	RN: 2,732,933	Registered 8 & 15 September 9, 2009
GRAYSEAL	California Products Corporation (Massachusetts Corp.)	July 18, 2002	SN: 76-431678	March 25, 2003	RN: 2,700,233	Renewed March 25, 2013
GREEN FOCUS	Fiberlock Technologies, Inc. (Massachusetts Corp.)	July 9, 2008	SN: 77-518061	December 18, 2012	RN: 4,261,616	Registered December 18, 2012
GRIPCOAT	California Products Corporation (Massachusetts Corp.)	January 6, 2009	SN: 77-644190	July 14, 2009	N: 3,654,412	Registered July 14, 2009
GRIP-COAT	California Products Corporation (Massachusetts Corp.)	March 28, 2008	SN: 77-434358	May 12, 2009	RN: 3,618,393	Registered: May 12, 2009
K and Design	California Products Corporation	March 4, 1981	SN: 73-299642	June 21, 1983	RN: 1,242,481	Renewed June 21, 2003

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
	(Massachusetts Corp.)					
KONTROL KUBE	Fiberlock Technologies, Inc. (Massachusetts Corp.)	July 7, 1986	SN: 73-608051	April 28, 1987	RN: 1,438,095	Renewed April 28, 2007
KURFEES	California Products Corporation (Massachusetts Corp.)	March 9, 1970	SN: 72-353515	August 1, 1972	RN: 939,487	Renewed August 1, 2012
LAG-KLOTH	Fiberlock Technologies, Inc. (Massachusetts Corp.)	February 26, 1988	SN: 73-713426	April 25, 1989	RN: 1,537,045	Renewed Supplemental Register April 25, 2009
LAG-KOTE	Fiberlock Technologies, Inc. (Massachusetts Corp.)	January 14, 1985	SN: 73-517572	April 1, 1986	RN: 1,387,926	Renewed April 1, 2006
LAG-KWIK	Fiberlock Technologies, Inc. (Massachusetts Corp.)	February 26, 1988	SN: 73-713425	November 8, 1988	RN: 1,511,768	Renewed November 8, 2008
LARCOLOID	California Products Corporation (Massachusetts Corp.)	February 7, 1940	SN: 71-428303	June 25, 1940	RN: 378,985	Renewed June 25, 2010
L-B-C	Fiberlock Technologies, Inc. (Massachusetts Corp.)	December 27, 1993	SN: 74-473886	January 3, 1995	RN: 1,870,946	Renewed January 3, 2005
LEAD GUARD	Fiberlock Technologies, Inc. (Massachusetts Corp.)	March 5, 2012	SN: 85-559861	n/a	n/a	Pending - Initialized March 8, 2012
LEAD PREP	Fiberlock Technologies, Inc. (Massachusetts Corp.)	January 21, 1994	SN: 74-480733	August 1, 1995	RN: 1,909,516	Renewed Supplemental Register August 1, 2005
LEAD SHIELD	Fiberlock Technologies, Inc. (Massachusetts Corp.)	January 21, 1994	SN: 74-480762	March 21, 1995	RN: 1,884,479	Renewed March 21, 2005
LEADMASTER	Fiberlock Technologies, Inc. (Massachusetts Corp.)	November 17, 1994	SN: 74-600097	November 14, 1995	RN: 1,935,401	Renewed November 14, 2005



Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
	Corp.)					2005
LEMON PEEL	Fiberlock Technologies, Inc. (Massachusetts Corp.)	August 6, 1996	SN: 75-146021	December 30, 1997	RN: 2,126,331	Renewed December 30, 2007
LOCKKOTE	Fiberlock Technologies, Inc. (Massachusetts Corp.)	December 10, 2001	SN: 76-347084	February 2, 2003	RN: 2,691,631	Renewed February 25, 2013
LOGICOLOR	California Products Corporation (Massachusetts Corp.)	June 2, 2010	SN: 85-053199	August 23, 2011	RN: 4,016,860	Registered August 23, 2011
MARINE PAINT AND VARNISH and Design	California Products Corporation (Massachusetts Corp.)	May 25, 1982	SN: 73-366495	September 18, 1984	RN: 1,295,378	Renewed September 18, 2004
						
MASON-COTE	California Products Corporation (Massachusetts Corp.)	August 11, 1945	SN: 71-487062	July 12, 1949	RN: 512,303	Renewed Supplemental Register July 12, 2009
MILDEW PRO	Fiberlock Technologies, Inc. (Massachusetts Corp.)	April 28, 2005	SN: 78-619173	November 13, 2007	RN: 3,336,177	Registered November 13, 2007
NEXTECH	California Products Corporation (Massachusetts Corp.)	August 8, 2011	SN: 85-391916	June 12, 2012	RN: 4,159,170	Registered June 12, 2012
NOVUS	California Products Corporation (Massachusetts Corp.)	August 8, 2011	SN: 85-391912	June 26, 2012	RN: 4,165,847	Registered June 26, 2012
OXICOURT	Fiberlock Technologies, Inc. (Massachusetts Corp.)	June 6, 2006	SN: 78-901551	May 25, 2010	RN: 3,795,119	Registered May 25, 2010
OXISPORT	Fiberlock Technologies, Inc. (Massachusetts Corp.)	June 6, 2006	SN: 78-901502	May 25, 2010	RN: 3,795,117	Registered May 25, 2010
OXITURF	Fiberlock Technologies, Inc. (Massachusetts Corp.)	June 6, 2006	SN: 78-901519	May 25, 2010	RN: 3,795,118	Registered May 25, 2010

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
OX-O-DECK	California Products Corporation (Massachusetts Corp.)	January 3, 1946	SN: 71-494221	December 3, 1946	RN: 425,768	Renewed December 3, 2006
PACIFIC	California Products Corporation (Massachusetts Corp.)	September 29, 1982	SN: 73-392915	December 2, 1986	RN: 1,418,835	Renewed Principal Register - Sec. 2(F) December 2, 2006
PENEBOND	California Products Corporation (Massachusetts Corp.)	October 27, 2008	SN: 77-600856	March 23, 2010	RN: 3,764,562	Registered March 23, 2010
PIRANHA	Fiberlock Technologies, Inc. (Massachusetts Corp.)	January 21, 1994	SN: 74-480761	February 7, 1995	RN: 1,877,346	Renewed February 7, 2005
PLEXICHROME	California Products Corporation (Massachusetts Corp.)	June 22, 1992	SN: 74-286712	March 23, 1993	RN: 1,759,340	Renewed March 23, 2003
PLEXICOURT	California Products Corporation (Massachusetts Corp.)	September 22, 1978	SN: 73-188036	September 11, 1979	RN: 1,124,927	Renewed September 11, 2009
PLEXI-CUSHION (Stylized) <b>PLEXI-CUSHION</b>	California Products Corporation (Massachusetts Corp.)	August 26, 1971	SN: 72-401240	October 30, 1973	RN: 971,728	Renewed October 30, 2013
PLEXIFLOR	California Products Corporation (Massachusetts Corp.)	August 8, 1994	SN: 74-559637	January 23, 1996	RN: 1,950,495	Renewed January 23, 2006
PLEXIPAVE	California Products Corporation (Massachusetts Corp.)	July 29, 1969	SN: 72-333810	July 14, 1970	RN: 894,446	Renewed July 14, 2010
PLEXITEX	California Products Corporation (Massachusetts Corp.)	March 22, 2011	SN: 85-273276	September 20, 2011	RN: 4,028,915	Registered September 20, 2011
PLEXI-TRAC (Stylized)	California Products Corporation (Massachusetts Corp.)	August 26, 1971	SN: 72-401239	October 30, 1973	R: 971,727	Renewed: October 30, 2013

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
<b>PLEXI-TRAC</b>						
PREP'N SIZE (Stylized) <i>Prep</i> <i>'n Size</i>	California Products Corporation (Massachusetts Corp.)	January 25, 1990	SN: 74-022669	October 29, 1991	RN: 1,662,892	Renewed October 29, 2011
PRIME CHOICE	California Products Corporation (Massachusetts Corp.)	January 15, 2010	SN: 77-913163	August 17, 2010	RN: 3,834,739	Registered August 17, 2010
PRIMETOUGH	California Products Corporation (Massachusetts Corp.)	July 1, 2008	SN: 77-512974	May 26, 2009	RN: 3,628,589	Registered May 26, 2009
PROGRESS INDUSTRIAL	California Products Corporation (Massachusetts Corp.)	August 26, 2002	SN: 76-444751	March 25, 2003	RN: 2,700,271	Renewed March 25, 2013
PROGRESS PROFESSIONAL	California Products Corporation (Massachusetts Corp.)	July 18, 2002	SN: 76-431679	March 25, 2003	RN: 2,700,234	Renewed March 25, 2013
PRO-PAINT	California Products Corporation (Massachusetts Corp.)	July 29, 1969	SN: 72-333807	August 4, 1970	RN: 895,878	Renewed August 4, 2010
PRO-PLASTIC	California Products Corporation (Massachusetts Corp.)	December 8, 1961	SN: 72-133701	December 4, 1962	R: 741,518	Renewed December 4, 2012
PROTITE	California Products Corporation (Massachusetts Corp.)	September 9, 1970	SN: 72-370259	September 28, 1971	RN: 921,007	Renewed September 28, 2001
RECON	Fiberlock Technologies, Inc. (Massachusetts Corp.)	September 15, 2006	SN: 77-000167	November 20, 2007	RN: 3,337,871	Registered November 20, 2007
RENUVE DECK AND CONCRETE SOLUTIONS	California Products Corporation (Massachusetts Corp.)	July 25, 2013	SN: 86-020049			Pending Intent to Use
RENUVE MOLD	California Products Corporation (Massachusetts Corp.)	July 25, 2013	SN: 86-020069			Pending

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
AND MILDEW SOLUTIONS	Corporation (Massachusetts Corp.)					Intent to Use
RUSTPLATE	California Products Corporation (Massachusetts Corp.)	August 6, 1981	SN: 73-322483	May 4, 1982	RN: 1,194,578	Renewed May 4, 2012
RUST-PLEX	California Products Corporation (Massachusetts Corp.)	July 29, 1969	SN: 72-333811	July 14, 1970	RN: 894,447	Renewed July 14, 2000
RUST-STOP	California Products Corporation (Massachusetts Corp.)	May 12, 1975	SN: 73-052031	February 17, 1976	RN: 1,033,539	Renewed February 17, 2006
RUST-STOP (Stylized) <b>RUST-STOP</b>	California Products Corporation (Massachusetts Corp.)	February 1, 1950	SN: 71-591823	November 16, 1954	RN: 598,286	Renewed Supplemental Register November 16, 2004
SERPIFLEX	Fiberlock Technologies, Inc. (Massachusetts Corp.)	May 10, 1984	SN: 73-479764	May 10, 1984	RN: 1,354,842	Renewed August 20, 2005
SHOCKWAVE	Fiberlock Technologies, Inc. (Massachusetts Corp.)	October 22, 2001	SN: 76-328058	April 27, 2004	RN: 2,836,919	Registered 8 & 15 May 21, 2010
SKID-GRIP	California Products Corporation (Massachusetts Corp.)	January 24, 1975	SN: 73-042602	February 17, 1976	RN: 1,033,516	Renewed February 17, 2006
SPRAY ANYWAY	California Products Corporation (Massachusetts Corp.)	June 20, 2007	SN: 77-210566	February 12, 2008	RN: 3,381,418	Registered February 12, 2008
STOPZ	California Products Corporation (Massachusetts Corp.)	February 11, 2011	SN: 85-240351	September 6, 2011	RN: 4,022,649	Registered September 6, 2011
STORM STAIN	California Products Corporation (Massachusetts Corp.)	October 23, 1978	SN: 73-190193	March 24, 1981	RN: 1,148,562	Renewed March 24, 2011
STORM SYSTEM	California Products Corporation (Massachusetts Corp.)	December 5, 2011	SN: 85-487145	October 16, 2012	RN: 4,227,668	Registered October 16, 2012
STORM WDR X-	California Products Corporation (Massachusetts Corp.)	August 22, 2013	SN: 86-045144			Pending-

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
TREME	Corporation (Massachusetts Corp.)					Intent to Use
STREET CLEANER	Fiberlock Technologies, Inc. (Massachusetts Corp.)	October 9, 2001	SN: 76-322844	June 1, 2004	RN: 2,848,153	Registered 8 & 15 June 18, 2010
STREET ICE	California Products Corporation (Massachusetts Corp.)	October 26, 1995	SN: 75-011081	October 8, 1996	RN: 2,006,170	Renewed October 8, 2006
SUPER SCRUB	California Products Corporation (Massachusetts Corp.)	June 7, 1976	SN: 73-089608	February 1, 1977	RN: 1,057,308	Renewed February 1, 2007
SURFACE OF CHAMPIONS	California Products Corporation (Massachusetts Corp.)	August 30, 1991	SN: 74-199459	March 7, 1995	RN: 1,882,715	Renewed March 7, 2005
TILE-COTE	California Products Corporation (Massachusetts Corp.)	May 20, 1960	SN: 72-097598	May 30, 1961	RN: 715,993	Renewed May 30, 2011
TOUCHPOINT	Fiberlock Technologies, Inc. (Massachusetts Corp.)	June 6, 2006	SN: 78-901387	May 25, 2010	RN: 3,795,116	Registered May 25, 2010
TRILLION	California Products Corporation (Massachusetts Corp.)	February 5, 2010	SN: 77-929483	October 5, 2010	RN: 3,858,325	Registered October 5, 2010
TRIUMPH	California Products Corporation (Massachusetts Corp.)	January 25, 2012	AS: 85-524546	October 30, 2012	RN: 4,235,357	Registered October 30, 2012
TROUBLE- SHOOTER	California Products Corporation (Massachusetts Corp.)	July 18, 1967	SN: 72-276239	August 13, 1968	RN: 854,518	Renewed August 13, 2008
TUF-FLEX (Stylized) <b>TUF-FLEX</b>	California Products Corporation (Massachusetts Corp.)	October 7, 1954	SN: 71-674442	February 28, 1956	RN: 622,022	Renewed February 28, 2008
TUF-QUIK	California Products Corporation (Massachusetts Corp.)	May 20, 1960	SN: 72-097597	January 24, 1961	RN: 710,154	Renewed January 24, 2011

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
ULTRAPLATE	California Products Corporation (Massachusetts Corp.)	February 17, 2011	SN: 85-244671	November 15, 2011	RN: 4,057,665	Registered November 15, 2011
UNITE	California Products Corporation (Massachusetts Corp.)	August 11, 2011	SN: 85-395470	May 22, 2012	RN: 4,147,945	Registered May 22, 2012
WEAR-ALL	California Products Corporation (Massachusetts Corp.)	December 2, 1996	SN: 75-206012	June 9, 1998	RN: 2,164,697	Renewed June 9, 2008
WILBUR & WILLIAMS	California Products Corporation (Massachusetts Corp.)	June 16, 1975	SN: 73-055259	August 10, 1976	RN: 1,045,694	Renewed August 10, 2006
WIPE-OUT	California Products Corporation (Massachusetts Corp.)	September 29, 1982	SN: 73-392093	May 22, 1984	RN: 1,278,518	Renewed May 22, 2004
STORM STAIN	California Products Corporation (Massachusetts Corp.)			May 24, 1990	RN: 44,259	MA: Renewed May 6, 2010
STORM STAIN	California Products Corporation (Massachusetts Corp.)			June 1, 1990		NH: Renewed June 1, 2000

**Foreign Trademarks**

List of Trademarks CALIFORNIA PRODUCTS CORPORATION			
Trademark Name	Status Case Number/Sub Case	App. Number Reg. Number	App. Date Reg. Date
CALIFORNIA PAINTS Country: China (PR)	Pending 61435/	4263090	10-Sep-2004
DECOCOLOR Country: China (PR) Classes: 02 IN	Registered 48403/	9800105552 1373033	15-Sep-1998 14-Mar-2000

**List of Trademarks  
CALIFORNIA PRODUCTS CORPORATION**

<b>Trademark Name</b>	<b>Status Case Number/Sub Case</b>	<b>App. Number Reg. Number</b>	<b>App. Date Reg. Date</b>
DECOCOLOR Country: Colombia Classes: 27 IN	Registered 48403/	98041394 216724	22-Jul-1998 17-Mar-1999
DECOCOLOR Country: EC (EU) Classes: IC 002	Registered 48403/	861534 000861534	26-Jun-1998 19-Jun-2002
DECOCOLOR Country: Hungary Classes: 02 IN	Registered 48403/	M98 02580 161,234	30-Jun-1998 11-Jul-2000
DECOCOLOR Country: Japan	Registered 48403/	HEI 10-49061 4,373,798	09-Jun-1998 07-Apr-2000
DECOCOLOR Country: Korea (ROK) Classes: 00000 IN, 19 IN	Registered 48403/	98-15890 454090	22-Jun-1998 03-Sep-1999
DECOCOLOR Country: Russian Federation	Registered 48403/	98711407 179392	30-Jun-1998 02-Sep-1999
DECOCOLOR Country: Taiwan Classes: 02 IN	Registered 48403/	87027572 00877916	08-Jun-1998 01-Jan-2000
DECOCOLOR Country: Taiwan Classes: 017	Registered 48403/01	88019548 00901260	28-Apr-1999 16-Aug-2000
DECOCOLOR Country: Turkey Classes: 02 IN, 19 IN	Registered 48403/	43122 204,979	13-Jul-1998 13-Jul-1998
DECOCOLOR Country: Vietnam	Registered	App #38806 Reg #32274	30-June-1998 15-Oct-1999

**List of Trademarks  
CALIFORNIA PRODUCTS CORPORATION**

<b>Trademark Name</b>	<b>Status Case Number/Sub Case</b>	<b>App. Number Reg. Number</b>	<b>App. Date Reg. Date</b>
DECOTURF Country: Benelux Classes: 19 NA	Registered 48402/	372 598 372 598	14-Feb-1991 14-Feb-1991
DECOTURF Country: China (PR) Classes: 02 IN	Registered 48402/	9800105551 1373034	15-Sep-1998 14-Mar-2000
DECOTURF Country: Colombia Classes: 27 IN	Registered 48402/	98041401 216679	22-Jul-1998 17-Mar-1999
DECOTURF Country: EC (EU) Classes: 02 IN, 19 IN	Registered 48402/	861575 000861575	26-Jun-1998 05-Oct-1999
DECOTURF Country: France Classes: 19 IN	Registered 48402/	Unknown 1,616,412	01-Oct-1980 04-Sep-2000
DECOTURF Country: Hungary Classes: 02 IN	Registered 48402/	M98 02579 156 467	30-Jun-1998 23-Apr-1999
DECOTURF Country: India Classes: 019 IN	Pending	2228005	02-Nov-2011
DECOTURF Country: Italy	Pending 48402/	MI2001C003344 971318	26-Mar-2001 12-Jul-2005
DECOTURF Country: Japan	Registered 48402/	HEIIO-49060 4,373,797	09-Jun-1998 07-Apr-2000
DECOTURF Country: Korea (ROK) Classes: 02 IN, 19 IN	Registered 48402/	98-15889 473372	22-Jun-1998 12-Jul-2000



**List of Trademarks**

**CALIFORNIA PRODUCTS CORPORATION**


<b>Trademark Name</b>	<b>Status Case Number/Sub Case</b>	<b>App. Number Reg. Number</b>	<b>App. Date Reg. Date</b>
DECOTURF Country: Russian Federation	Registered 48402/	98711406 180273	30-Jun-1998 04-Oct-1999
DECOTURF Country: Taiwan Classes: 02 IN	Registered 48402/	87027571 00880363	08-Jun-1998 1-Feb-2000
DECOTURF Country: Taiwan	Registered	088019549 00901261	28-Apr-1999 16-Aug-2000
DECOTURF Country: Turkey Classes: 02 IN, 19 IN	Registered 48402/	44123 200,871	13-Jul-1998 13-Jul-1998
DECOTURF Country: Vietnam Classes: 19 IN, 02 IN	Registered 48402/	38807 32275	30-Jun-1998 15-Oct-1999
MEXIPAVE Country: Mexico Classes: 27 IN	Registered 44658/	206806 484865	28-Jul-1994 13-Mar-1995
PLEXICUSHION Country: China (PR) Classes: 02 IN	Registered 47467/	9700106796 1254052	10-Oct-1997 14-Mar-1999
PLEXI-CUSHION Country: Australia Classes: 19 IN	Registered 36924/	A459843	11-Feb-1987 11-Feb-1987
PLEXI-CUSHION Country: Canada	Registered 37156/	238,833	04-Jan-1980
PLEXICUSHION Country: India	Registered	App #1565959 Reg #1565959	6-June-2007 15-Mar-2010
PLEXICUSHION Country: Japan	Registered	App #2007-054756 Reg #5248497	31-May-2007 17-July-2009


**List of Trademarks  
CALIFORNIA PRODUCTS CORPORATION**


<b>Trademark Name</b>	<b>Status Case Number/Sub Case</b>	<b>App. Number Reg. Number</b>	<b>App. Date Reg. Date</b>
PLEXICUSHION Country: Korea, Republic of	Registered	App #2007-0029142 Reg #40-0743935	31-May-2007 17-Apr-2008
PLEXICUSHION Country: New Zealand	Registered	App #769136 Reg #769136	25-May-2007 25-May-2007
PLEXICUSHION Country: Thailand	Registered	App #662972 Reg #TM280971	4-June-2007 29-May-2008
PLEXICUSHION Country: Vietnam	Registered	App #4-2007-12132 Reg #127282	29-June-2007 16-June-2009
PLEXIPAVE Country: Australia Classes: 19 IN	Registered	App #336777 Reg #336777	21-Aug-1979 21-Aug-1979
PLEXIPAVE Country: Brazil Classes: 002	Renewed 47466/	760101930 760101930	10-May-1976 6-Sep-1983
PLEXIPAVE Country: China (PR) Classes: 02 IN	Registered 47466/	9700106798 1780230	10-Oct-1997 07-Jun-2002
PLEXI-PAVE Country: Argentina	Registered 37156/	2064 046 1,648,076	06-Jan-1997 20-Oct-1997
PLEXIPAVE Country: Brazil	Registered 31905/	760101930	06-Sep-1993
PLEXI-PAVE Country: Canada	Registered 37156/01	034170700 TMA182622	08-Apr-1971 21-Apr-1972
PLEXI-PAVE Country: Costa Rica	Pending	41621	
PLEXI-PAVE Country: Mexico Classes: 16 IN, 2, IN, 3, IN	Registered 31907/	371,616	14-Aug-1989



**List of Trademarks  
CALIFORNIA PRODUCTS CORPORATION**


<b>Trademark Name</b>	<b>Status Case Number/Sub Case</b>	<b>App. Number Reg. Number</b>	<b>App. Date Reg. Date</b>
PLEXI-PAVE Country: Venezuela Classes: 002	Renewed 31908/	92776-F	14-Nov-1979
PLEXIPAVE Country: India	Registered	App #1565958 Reg #850782	6-June-2007 25-Mar-2010
PLEXIPAVE Country: Japan	Registered	App #2007-054752 Reg #5154614	31-May-2007 25-July-2008
PLEXIPAVE Country: Korea, Republic of	Registered	App #2007-0029139 Reg #40-0743934	31-May-2007 17-Apr-2008
PLEXIPAVE Country: New Zealand	Registered	App #769123 Reg #769123	25-May-2007 25-May-2007
PLEXIPAVE Country: Thailand	Registered	App #662971 Reg #TM285465	4-June-2007 1-Sept-2008
PLEXIPAVE Country: Vietnam	Pending	4201227128	03-Dec-2012
PLEXITRAC Country: China (PR)	Registered 47468/	9700106795 1254054	10-Oct-1997 14-Mar-1999
STORM SYSTEM Country: Canada	Pending	App#155581600	12-Dec-2011
WEATHERPLATE Country: Canada	Registered	App #076929300 Reg #TMA449934	22-Nov-1994 10-Nov-2008

List of Trademarks CALIFORNIA SPORT SURFACES PTY LTD				
REGISTRATION NO.	MARK	COUNTRY	OWNER	STATUS
337347	SYNPAVE	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered
387430		Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 010061284 15-21 Argon Street CAROLE PARK QLD 4300	Registered
479878	REBOUND ACE	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered
646000	REBOUND IMPACT	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered

List of Trademarks CALIFORNIA SPORT SURFACES PTY LTD				
REGISTRATION NO.	MARK	COUNTRY	OWNER	STATUS
723727	<i>Auscourt</i>	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered
802844		Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered
1195634	GAME ON	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 010061284 15-21 Argon Street CAROLE PARK QLD 4300	Registered
1239405	ELITE	Australia	Rebound Ace Sports Pty Ltd ACN/ARBN: 120560705 15-21 Argon Street CAROLE PARK QLD 4300	Registered

List of Trademarks CALIFORNIA SPORT SURFACES PTY LTD				
REGISTRATION NO.	MARK	COUNTRY	OWNER	STATUS
396118	REBOUND ACE	Canada	Rebound Ace Sports Pty Ltd	Registered
1172058	Auscourt	China	Rebound Ace Sports Pty Ltd	Registered
1556767		China	Rebound Ace Sports Pty Ltd	Registered
362615	REBOUND ACE	China	Rebound Ace Sports Pty Ltd	Registered
699799	SYNPAVE	China	Rebound Ace Sports Pty Ltd	Registered
2056028	REBOUND ACE	Germany	Rebound Ace Sports Pty Ltd	Registered
493601B	REBOUND ACE	India	Rebound Ace Sports Pty Ltd	Registered
IDM000002826	REBOUND ACE	Indonesia	Rebound Ace Sports Pty Ltd	Registered

List of Trademarks			
CALIFORNIA SPORT SURFACES PTY LTD			
REGISTRATION NO.	MARK	COUNTRY	OWNER
			STATUS
IDM000002825	SYNPAVE	Indonesia	Rebound Ace Sports Pty Ltd
2539968	REBOUND ACE	Japan	Rebound Ace Sports Pty Ltd
0541007		Republic of Korea	Rebound Ace Sports Pty Ltd
293603	SYNPAVE	Republic of Korea	Rebound Ace Sports Pty Ltd
2003/11010		South Africa	Rebound Ace Sports Pty Ltd
00616677	SYNPAVE	Taiwan	Rebound Ace Sports Pty Ltd
1371495	REBOUND ACE	United Kingdom	Rebound Ace Sports Pty Ltd
1447295	SYNPAVE	United Kingdom	Rebound Ace Sports Pty Ltd

List of Trademarks				
CALIFORNIA SPORT SURFACES PTY LTD				
REGISTRATION NO.	MARK	COUNTRY	OWNER	STATUS
2638020		United States	Rebound Ace Sports Pty Ltd	Registered
1694393	REBOUND ACE	United States	Rebound Ace Sports Pty Ltd	Registered
1824815	SYNPAVE	United States	Rebound Ace Sports Pty Ltd	Registered

TRADEMARK LICENSES

Trademark and Intellectual Property License Agreement dated December 28, 2006 by and between the Company and Dunn-Edwards Corporation.