Form PTO-1595 (Rev. 10/02)				EPARTMENT B. Patent and	
OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ♥	102686	6046	▼	▼	•
To the Honorable Commissioner of	of Patents and Trademarks:	: Please record the attache	d original docu	ments or ∞	py thereo
1. Name of conveying party(ies):		2. Name and addre			•
RED DEVIL, INCORPORATED		Name: Guarant		redit Corp.	-
		Internal Address	s:		7
Additional name(s) of conveying party(les) a	attached? Yes VNo				# Care
3. Nature of conveyance:		1			771 631
Assignment	Merger	ì			4.7
Security Agreement	Change of Name	Street Address:	8333 Dougl	as Ave., Su	uite 530
Other					
		City:_Dallas	Sta	to TX Zir	o 7523
02/13/2004 Execution Date:					
		Additional name(s) 8	& address(es) a	ittached?	Yes
4. Application number(s) or patent	• •				
If this document is being filed tog					
A. Patent Application No.(s)		B. Patent No.(s) 6,247,618	5.960.994	: 5.685.4	57: 50
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5. Name and address of party to w		ttached? Yes No		and naten	te invol
Name and address of party to who concerning document should be	hom correspondence mailed:	6. Total number of a	applications		
	hom correspondence mailed:		applications		
concerning document should be Name: Cathryn A. Berryman	hom correspondence mailed:	6. Total number of a	applications		
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concerning document should be Name: Cathryn A. Berryman Jenkens & Gil Internal Address: 1445 Ross Ave.	hom correspondence mailed: christ, P.C.	6. Total number of a 7. Total fee (37 CFI Enclosed Authorized t 8. Deposit account	R 3.41)	\$_24	0.00
concerning document should be Name: Cathryn A. Berryman Jenkens & Gill Internal Address: 1445 Ross Ave.	hom correspondence mailed: christ, P.C. , Suite 3200	6. Total number of a 7. Total fee (37 CFI Enclosed Authorized t 8. Deposit account	R 3.41)	\$_24	0.00
concerning document should be Name: Cathryn A. Berryman Jenkens & Gil Internal Address: 1445 Ross Ave.	hom correspondence mailed: christ, P.C. , Suite 3200	6. Total number of a 7. Total fee (37 CFI Enclosed Authorized t 8. Deposit account	R 3.41)	\$_24	0.00
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concerning document should be Name: Cathryn A. Berryman Jenkens & Gil Internal Address: 1445 Ross Ave. Street Address: 1545 Ross Ave. City: Dallas State: TX Zi 9. Signature.	hom correspondence mailed: christ, P.C. , Suite 3200 pp: 75202-2799 DO NOT USI	6. Total number of a 7. Total fee (37 CFI Enclosed Authorized t 8. Deposit account	R 3.41)	\$_24	0.00

PATENT SECURITY AGREEMENT

(Red Devil, Incorporated)

This Patent Security Agreement ("<u>Agreement</u>") is between RED DEVIL, INCORPORATED, a New Jersey corporation ("<u>Company</u>"), and GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation ("<u>GBCC</u>").

RECITALS:

- A. Company and GBCC are parties to that certain Loan and Security Agreement dated as of February 13, 2004 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).
- B. Pursuant to the terms of the Loan Agreement, Company has granted to GBCC a lien and security interest in all general intangibles of Company including, without limitation, all of Company's right, title, and interest in, to, and under all now owned and hereafter acquired Patents (as defined below) and Patent Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby grants and assigns to GBCC a continuing security interest, lien and collateral assignment in all of Company's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each Patent License to the extent allowable under the applicable license agreement, including, without limitation, each Patent License referred to in <u>Schedule 1</u> annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in <u>Schedule 1</u> annexed hereto, and any Patent issued pursuant to a patent application referred to in <u>Schedule 1</u> annexed hereto.

As used herein (a) "Patent License" means any written agreement now or hereafter in existence granting to Company any right to use any invention on which a Patent is in existence, including, without limitation, the agreements identified as patent licenses on Schedule 1 and (b) "Patents" means any and (i) all patents, patent applications, and patentable inventions, including, without limitation, those identified as Patents on Schedule 1, and all of the inventions and improvements described and claimed therein; (ii) all continuations, divisions, renewals,

PATENT SECURITY AGREEMENT (Red Devil, Incorporated) - Page 1 DALLAS2 1011999v3 44522-00032

extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (iii) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by Company.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to GBCC pursuant to the Loan Agreement.

Company hereby acknowledges and affirms that the rights and remedies of GBCC with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by a duly authorized officer as of the 13th day of February, 2003.

COMPANY:

RED DEVIL, INCORPORATED

By: When S Lee Name: Wilciam

Title: < 80

PATENT SECURITY AGREEMENT (Red Devil, Incorporated) - Page 2 DALLAS2 1011999v3 44522-00032

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Thayer
This instrument was acknowledged before me this /2 day of February, 2004, by Welliam & Lee as CEO of Red Devil, Incorporated, a New Jersey
Melean J. Lea as CEO of Red Devil, Incorporated, a New Jersey corporation, on behalf of such corporation.
corporation, on contain or such corporation.

{Seal}

Mary & Baker Notary Public in and for the State of Openhone

My commission expires: $\frac{2/n}{2006}$

PATENT SECURITY AGREEMENT (Red Devil, Incorporated) - Page 3 DALLAS2 1011999v3 44522-00032

U.S. and Foreign Patent List for Red Devil, Inc.-NONEXPIRED Patents

Title	Tool Handle	Caulking Gun Cartridge Nozzle	Roll up tube dispenser with shell housing	Roll up tube dispenser apparatus	Snapped together tube and dispensing apparatus and method of making same
Inventor/ Assignee	Union Tool and Mold Company	Red Devil, Inc.	Raymond Liberatore	Raymond Liberatore	Raymond Liberatore
Issue/ Publication Date	1/27/1998	1/21/1992	6/19/2001	10/5/1999	11/11/1997
Patent No./ Application No.	D389,720	D323,269	6,247,618	5,960,994	5,685,457
Country	United States	United States	United States	United States	United States

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Country	Patent No./ Application No.	Issue/ Publication Date	Inventor/ Assignee	Title
United States	5,097,987	3/24/1992	Raymond Liberatore	Apparatus for dispensing collapsible tube contents and methods of use thereof
Japan	2000229650	8/22/2000	Raymond Liberatore	Tube squeezing device
PCT (WO)	9205082	4/2/1992	Raymond Liberatore	Apparatus for dispensing collapsible tube contents and methods of use thereof
Korea	880314	3/19/1988	Red Devil, Inc.	Ceramic Tile Cutter
Great Britain	2129323	2/7/1987	Red Devil, Inc.	Mixer container clamping device with inertially driven can rotating function
Great Britain	2096909	12/5/1984	Red Devil, Inc.	Paint Mixing Machine
Australia	561446	5/7/1987	Red Devil, Inc.	Paint mixer container clamping device

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4	 		
Title	Paint Mixing Machine	•	
Inventor/ Assignee	Red Devil, Inc.		
Patent No./ Issue/ Publication Application Date No.	 8/9/1994		
Patent No./ Application No.	538333		
Country	Australia		

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