

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Gardner Asphalt Corporation	01/31/2008

RECEIVING PARTY DATA

Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5004772
Patent Number:	5573586
Patent Number:	6019830
Patent Number:	5229437
Patent Number:	5217830
Patent Number:	5236497
Patent Number:	5340391
Patent Number:	D424272
Patent Number:	6037398

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

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Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1670041

NAME OF SUBMITTER:

Richard Kalwa

Total Attachments: 4
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PATENT COLLATERAL AGREEMENT

This 31st day of January, 2008, Gardner Asphalt Corporation, 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 patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; 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 patent or patent application listed on Schedule A hereto, 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*").

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 patents and patent 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.

[SIGNATURE PAGE TO FOLLOW]

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

GARDNER ASPHALT CORPORATION

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 _____

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

GARDNER ASPHALT CORPORATION

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

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

PATENT REGISTRATIONS

PATENT NUMBER	COUNTRY	DATE OF ISSUE	TITLE/DESCRIPTION
5,004,772	USA	04/02/91	Asphalt Roofing Compositions Especially Adapted for Cold Applications (Cyclohexanone)
5,573,586	USA	11/21/96	Asbestos Free, Asphalt Roofing Compositions Especially for Cold Applications (F.A.)
6,019,830	USA	02/01/00	Fly Ash Aqueous Colloidal Dispersion Sealing Composition
5,229,437	USA	5/21/00	Encapsulating Material for Asbestos Tile
5,217,830	USA	05/06/93	Performance-Modified Asphalt Pavements using Recycled Roofing Waste
5,236,497	USA	08/17/93	Cold Patch using Recycled Roofing Waste
5,340,391	USA	08/23/94	Performance-Modified Cold Applied Asphalt Compositions
D424272	USA	05/02/00	Combined Container and Non-Adhesive Tubular Label
6,037,398	USA	03/14/00	SBR-SBS Modified Asphalt Roofing Compositions Especially Adapted for Cold Application