

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Senior Patent Security Agreement, having seniority over Subordinated Patent Security Agreement recorded at Reel/Frame No. 21029/0244

**CONVEYING PARTY DATA**

Name	Execution Date
AXIA Incorporated	05/22/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch, as Senior Collateral Agent
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	11753293
Application Number:	11852740
Application Number:	11941670

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive  
 Address Line 2: Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	029217-0096
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon

Total Attachments: 10  
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SENIOR PATENT SECURITY AGREEMENT

Senior Patent Security Agreement (the "Patent Security Agreement"), dated as of May 22, 2008, by AXIA Incorporated, a Delaware corporation (the "Borrower"), and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to an Amended and Restated Security Agreement, dated as of April 1, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Senior Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Senior Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

all issued patents and patent applications (whether applied for or issued in the United States or any other country or any political subdivision thereof), including without limitation, each issued patent and patent application identified in Schedule I attached hereto;

all rights and privileges arising under applicable law with respect to such Pledgor's use of any patents,

all inventions and improvements described and claimed therein,

all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,

all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringements thereof,

all rights corresponding thereto throughout the world, and

all rights to sue for past, present or future infringements thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Senior Parties pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in respect of the Senior Obligations in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full satisfaction of the Senior Obligations or in connection with a release otherwise expressly permitted by the Loan Documents, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest (in each case, in respect of the Senior Obligations) in the Patents under this Patent Security Agreement.

[signature page follows]

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

Very truly yours,

AXIA INCORPORATED

By:

Name:  
Title:

*R. Andrew Gannon*  
*R. Andrew Gannon*  
*CFO + Corp Sec/Treas.*

[SENIOR PATENT SECURITY AGREEMENT]

PATENT  
REEL: 021102 FRAME: 0735

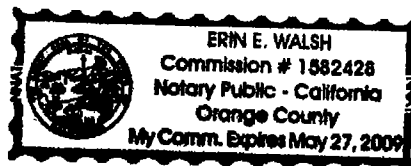
ACKNOWLEDGMENT OF GUARANTORS

STATE OF California  
 ) ss.  
COUNTY OF \_\_\_\_\_

On this 21<sup>st</sup> day of May, 2008 before me personally appeared R. Andrew Garner, and has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Guarantors, 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.

Erin E. Walsh  
Notary Public


{seal}




[SENIOR PATENT SECURITY AGREEMENT]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Senior Collateral Agent

By:   
Name: David B. Julie  
Title: Associate Director  
Banking Products  
Services, US

By:   
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

SCHEDULE I  
to  
SENIOR PATENT SECURITY AGREEMENT  
PATENTS AND PATENT APPLICATIONS

Country	Title	Application #/Filing Date	Patent #/Issue Date	Status/Expiration Date	Owner
USA	CORNER FINISHING TOOL	07/031,763; 03/30/1987	4767297; 08/30/1988	03/30/2007 EXPIRED	Axia Incorporated
CANADA	WALLBOARD SPOTTER TOOL	2084660; 04/24/1992	2084660; 08/13/2002	Granted; 04/24/2012; Next tax due: 04/29/2009	Axia Incorporated
USA	CORNER FINISHER TOOL FOR APPLYING MASTIC	08/598,631; 02/12/1996	5622729; 04/22/1997	Granted: 04/19/2014; Next tax due 10/22/2008	Axia Incorporated
USA	APPARATUS FOR APPLYING MASTIC TO A SELECTED SURFACE	08/271,131; 07/06/1994	5535926; 07/16/1996	Granted; 07/16/2014; Third tax due 01/16/2008	Axia Incorporated
USA	MASTIC APPLICATOR	08/389,142; 02/15/1995	5670182; 09/23/1997	Granted: 02/15/2015; Next tax due: 03/23/2009	Axia Incorporated
USA	OUTSIDE CORNER MASTIC APPLICATOR	08/710,686; 09/23/1996	5814351; 09/29/1998	Granted; 02/15/2015	Axia Incorporated
USA	OUTSIDE CORNER FINISHING TOOL	08/102,409; 08/05/1993	5368461; 11/29/1994	Granted; 08/05/2013; Next tax due: 05/29/2006	Axia Incorporated
AUSTRALIA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	2003204971; 06/26/2003	2003204971 01/13/06	Granted; 06/26/2023	Axia Incorporated
CANADA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	2432874; 06/20/2003	2432874 03/18/08	Granted; 6/26/2023	Axia Incorporated
UNITED KINGDOM	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	0315429.1; 07/02/2003	2398341 03/29/06	Granted; EXP 7/2/2023	Axia Incorporated
USA	ERGONOMIC AND EASILY SERVICEABLE	10/367,311; 02/14/2003	6874557; 04/05/2005	Granted; 05/15/2023; Next tax due:	Axia Inc.



	TAPER TOOL			10/05/2008	
USA	POWERED PUMP ASSEMBLY WITH SELECTIVE RELIEF VALVE	10/390,868; 03/17/2003	6820648; 11/23/2004	Granted; 07/02/2023; Next tax due: 05/23/2012	Axia Inc.
USA	ANGLE HEAD	08/243,710; 05/17/1994	5419693; 05/30/1995	Granted; 05/17/2014; Next tax due: 11/30/2006	Axia Incorporated
USA	ANGLE HEAD WITH IMPROVED ACCESSIBILITY	08/243,379; 05/16/1994	5423666; 06/13/1995	Granted; 05/16/2014; Next tax due: 12/13/2006	Axia Incorporated
USA	ADAPTER FOR CLEANING MASTIC FROM TAPING & FINISHING TOOLS	08/835,308; 04/07/1997		Abandoned	
USA	CORNER SEALER RETAINER	08/229,479		Abandoned	
USA	WALLBOARD SPOTTER TOOL	07/693,947; 04/29/1991	5137386; 08/11/1992	Abandoned	
USA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	10/991,065; 11/17/2004	7314074 01/01/08	Granted; 2/07/2024	Axia Inc.
USA	EXTENDABLE HANDLE FOR DRYWALL TOOLS	11/110,107; 4/19/2005		Published; EST EXP 4/2025	Axia Inc.
AUSTRALIA	EXTENDABLE HANDLE FOR DRYWALL TOOLS	2005232287 11/10/2005		Pending EST EXP 11/2025	Axia Inc.
CANADA	EXTENDABLE HANDLE FOR DRYWALL TOOLS	2526004 11/8/2005		Pending EST EXP 11/2025	Axia Inc.
UNITED KINGDOM	EXTENDABLE HANDLE FOR DRYWALL TOOLS	0525616.9 11/17/2005		Published; EST EXP 11/2025	Axia Inc.
AUSTRALIA	MASTIC APPLICATOR WITH ADJUSTABLE TROWELLING BAR	2005232285 11/10/2005		Pending EST EXP 11/2025	Axia Inc.
CANADA	MASTIC APPLICATOR WITH ADJUSTABLE TROWELLING BAR	2526005 11/8/2005		Pending EST EXP 11/2025	Axia Inc.
UNITED KINGDOM	MASTIC APPLICATOR WITH ADJUSTABLE TROWELLING BAR	0523323.4 11/16/2005		Published; EST EXP 11/2025	Axia Inc.
USA	MASTIC	11/048,967;	7318716	Granted;	Axia Inc.

	APPLICATOR WITH ADJUSTABLE TROWELLING BAR	02/02/2005		Exp 10/14/2025	
USA	TAPER TOOL	11/213,049; 08/26/2005		Published; EST EXP 8/2025	Axia Inc.
USA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	11/941,670 11/16/2007		Published; EST EXP 11/2024	Axia Inc.
CANADA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	2527277 11/17/2005		PENDING EST EXP 11/2025	Axia Inc.
CANADA	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	2565206 11/07/2006		PENDING EST EXP 11/2026	Axia Inc.
UK	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	0601769.3 7/2/2003	2419376 07/05/06	Granted; 7/2/2023	Axia Inc.
UK	ERGONOMIC AND EASILY SERVICEABLE TAPER TOOL	0525614.4 11/17/2005		PUBLISHED; EST EXP 11/2025	Axia Inc.
USA	MASTIC APPLICATOR WITH ADJUSTABLE TROWELLING BAR	11/852,740 9/10/2007		PUBLISHED; EST EXP 2/2025	Axia Inc.
AUSTRALIA	TAPER TOOL (FT2)	2006203662 8/23/2006		PENDING; EST EXP 8/2026	Axia Inc.
CANADA	TAPER TOOL (FT2)	2556658 8/21/2006		PENDING; EST EXP 8/2026	Axia Inc.
EU	TAPER TOOL (FT2)	06254385.5 8/21/2006		PENDING; EST EXP 8/2026	Axia Inc.
USA	MASTIC PUMP	11/753,293 5/24/2007		PENDING; EST EXP 5/2027	Axia Inc.
CANADA	FLAT FINISHING BOX W INTERCHANGEABLE HEADS	2035484 2/1/1991	2035484 04/15/1993	GRANTED; ACQUIRED VIA LITIGATION; EXP 2/1/2011	Axia Inc.
CANADA	AJUSTABLE LENGTH HANDLE FOR FLAT FINISHERS	2031952 12/11/1990	2031952 06/17/2003	GRANTED; ACQUIRED VIA LITIGATION; EXP 12/11/2010	Axia Inc.

LICENSED PATENTS

Title	Patent #	Issue Date	Expiration Date
MUDRUNNER	6581805	2003	11/2021
MONSTER MESH	6209609	2001	12/2018
CORNER SMOOTHER	6155809	2000	01/2019
POWER ASSIST	6146039	2000	07/2019
MUDRUNNER	5882691	1999	03/2017
MUDRUNNER, CANADA	PENDING		EST 11/2022
MUDRUNNER, EU	PENDING		EST 11/2022

SCHEDULE II  
to  
SENIOR PATENT SECURITY AGREEMENT  
ORIGINAL GUARANTORS

NAME	ADDRESS