

01-25-1999

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Tab settings

To the Honorable Commissioner of



attached original documents or copy thereof.

1. Name of conveying party(ies):

100949829

Cook & Dunn Enterprises, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State of NJ
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 3, 1998

Name: Mellon Bank, N.A.

Internal Address: Edison Square West

Street Address: 2035 Lincoln Highway

City: Edison State: NJ ZIP: 08817

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A attached to Trademark Assignment of Security Agreement

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Herman, Esq.

Internal Address: Wilentz, Goldman & Spitzer

Street Address: 90 Woodbridge Center Drive

City: Woodbridge State: NJ ZIP: 07095

6. Total number of applications and registrations involved: see attached

7. Total fee (37 CFR 3.41).....\$ 515.00

- Enclosed \$835 for both agreements
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wilentz, Goldman & Spitzer

Name of Person Signing

Signature

Date

By: Desrie Mason-Jimerson Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01/21/1999 DCOATES 00000033 1782324

01 FC:481
02 FC:482
03 FC:998

40.00 DP
475.00 DP
10.00 DP

TRADEMARK
REEL: 1845 FRAME: 0746

Schedule A**Trademarks of Cook & Dunn Enterprises, L.L.C. as of December , 1998**

The Following trademarks were assigned from Hoboken Paints, Inc., a Delaware corporation to Cook & Dunn Enterprises, L.L.C. on November 17, 1998:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
CLEARATHANE	1,782,324
ULTRA LAST	1,826,779
ROYAL LUSTRE ULTRA PREMIUM & Design	1,733,904
ROYAL LUSTRE PREMIUM & Design	1,744,169
ROYAL LUSTRE & Design	1,726,602
FRESH TOUCH	1,692,280
ULTRA LAST	1,742,059
RAIN-TITE	1,770,719
SNOWLUX (Stylized)	891,904
MAGIC TOP & Design	895,313
MAGIC-TEX (Stylized)	900,052
MAGIC LUX (Stylized)	891,903
MAGIC FOIL	891,902
ROLLAKOTE	1,400,826

The Following trademarks were assigned from Pergament Home Centers, Inc., a Delaware corporation to Cook & Dunn Enterprises, L.L.C. on November 17, 1998:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
COLOR-LIFE	1,410,036
SEQUOIA	1,400,024

The Following trademarks were assigned from Cook & Dunn Paint Corp., a New Jersey corporation to Cook & Dunn Enterprises, L.L.C. on November 17, 1998:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
PRIMELINE	1,970,191
COLORMARVL	687,793
C&D	676,217
PAINTING'S FUN WITH COOK & DUNN & Design	581,899

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, COOK & DUNN ENTERPRISES, L.L.C., a limited liability company formed under the laws of New Jersey ("Borrower") located at 40 Industrial Road, Lodi, New Jersey 07644, has adopted, used is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the attached Schedule A; and

WHEREAS, Borrower is obligated to Mellon Bank, N.A. ("Bank") located at Edison Square West, 2035 Lincoln Highway, Edison, New Jersey 08817, pursuant to a certain Loan and Security Agreement dated the date hereof among Borrower, and others, as may be amended, restated and/or extended from time to time (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Borrower is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefore, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

The Borrower represents and warrants that it is the true and lawful owner of all the Marks listed on Schedule A and said Marks constitute all the United States Marks registered in the United States Patent and Trademark Office and all applications for the United States Marks that the borrower now owns. The Borrower agrees on a semi-annual basis to execute and deliver additional Trademark Assignments of Security with respect to any new Mark in which the Borrower hereinafter obtain rights. The Borrower further warrants that it is not aware of any third party claim that any of the aspects of the Borrower's present or contemplated business operations infringes or would not infringe on any Mark. The Borrower grants to the Bank the absolute power of attorney to sign, upon the occurrence and continuation of any Event of Default (as defined in the Agreement), any document which is required by the United States Patent and Trademark Office in order to effectuate an absolute assignment of all right, title and interest in each Mark and record of the same.

The Borrower hereby agrees not to divest itself of any right under any Mark, which divest would have a material adverse effect on the Borrower's business, its properties or its ability to performance its obligations under the Agreement.

The Borrower agrees to promptly, upon learning thereof, furnish the Bank in writing all pertinent information available to the Borrower with respect to any infringement or other violation of the Borrower's right in any Mark, which infringement or violation could have a material adverse effect on the Borrower, its properties or its ability to perform its obligations under the Agreement and other Loan Documents (as defined in the Agreement). The Borrower further agrees to prosecute any Persons infringing upon any Mark to the extent such infringement has a material adverse affect on the Borrower, its properties or its ability to perform its obligations under the Agreement or other Loan Documents.

If an Event of Default shall occur and be continuing, the Bank may take any and all of the following actions (which actions will be in addition to any rights and remedies it has under the Agreement or any other Loan Document);

(i) Declare that the entire right, title and interest of the Borrower in any Mark shall immediately vest in the Bank or its designee, in which case the Bank shall be entitled to exercise the power of attorney referred to above;

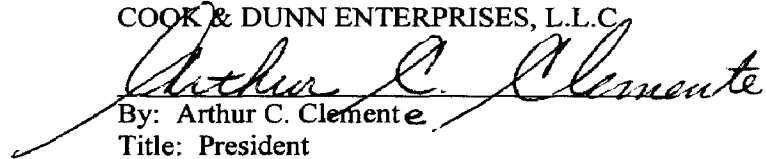
(ii) Take and practice or sell any Mark;

(iii) Direct the Borrower to refrain, in which the case the Borrower shall refrain, from utilizing any Mark, directly or indirectly, and Borrower shall execute such other and further documents as the Bank may request further to confirm this and to transfer ownership to any Mark to the Bank or its designee.

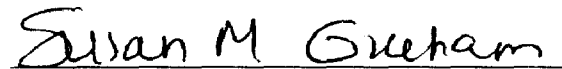
Bank expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: WOODBRIDGE, NEW JERSEY
December 3, 1998

COOK & DUNN ENTERPRISES, L.L.C.


By: Arthur C. Clemente
Title: President

MELLON BANK, N.A.


By: Susan Graham
Title: Vice President

STATE OF)
) ss.:
County of Essex)

On this 3rd day of December, 1998, before me personally came Arthur C. Clemente, to me known, who, being by me duly sworn, did depose and say that he is the President of Cook & Dunn Enterprises, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

ETHEL S. VIRCIK
A Notary Public of New Jersey
My Commission Expires Oct. 11, 2001

STATE OF)
) ss.:
County of Essex)

On this 3rd day of December, 1998, before me personally came Susan Graham, to me known, who, being by me duly sworn, did depose and say that she is Vice President of Mellon Bank, N.A., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.



Notary Public

ETHEL S. VIRCIK
A Notary Public of New Jersey
My Commission Expires Oct. 11, 2001

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