

09-13-2000

8.14.00



101455515

EET  
Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1594  
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Dur-O-Wal, Inc.**

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation - State: Delaware  
 Other - \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Bankers Trust Company  
 Internal Address: \_\_\_\_\_  
 Street Address: 130 Liberty Street  
 City: New York State: New York ZIP: 10006

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 16, 2000

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s) \ **75744405**  
 Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 11

7. Total fee (37 CFR 3.41): ..... \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: \_\_\_\_\_  
 (23-1705 in case of deficiency)  
 (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.*

Brian T. Jaenicke Brian T. Jaenicke 8/14/00  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/13/2000 MTR  
 01 EC:481  
 02 EC:482  
 06000004 75744605  
 40.00 BP  
 250.00 BP

SCHEDULE A

Trademark	Country	Status	Application No. and Date	Registration No. and Date	Comments
DUR-O-PAIR "GELCRETE"	US	pending - intent to use	75/744805 7/07/99		Int'l. Class(es) 1
SPLICE-RITE 150	US	pending - intent to use	75/658983 3/12/99		Int'l. Class(es) 6
SURE-STAY	US	pending - intent to use	75/611099 12/22/98		Int'l. Class(es) 6
SURE-STRESS	US	pending - intent to use	75/611092 12/22/98		Int'l. Class(es) 6
DUR-O-WEB	US	registered	73/262400 5/16/80	1239157 5/24/83	Int'l. Class(es) 6
DUR-O-EYE	US	registered	73/125185 5/02/77	1082553 1/17/78	Int'l. Class(es) 19
LADUR-EYE	US	registered	73/125184 5/02/77	1082552 1/17/78	Int'l. Class(es) 19
DUR-O-WAL	US	registered	71/629826 5/16/52	0574351 5/12/53	Int'l. Class(es) 6; security interest in favor of Bank One recorded 1/27/94; record shows security interests to Parker Petrie, Inc. and Bay Street Restaurants, Inc. that may be erroneous.
LADUR TYPE	US	registered	72/074165 5/20/59	0696623 4/26/60	Int'l. Class(es) 6

Trademark	Country	Status	Application No. and Date	Registration No. and Date	Comments
RAPID	US	registered	72/070992 4/07/59	0689737 12/15/59	Int'l. Class(es) 17, 19
BRACE-RITE	US	pending	75/904,390 1/27/00		

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DUR-O-WAL, INC., a Delaware corporation (the "Grantor") with principal offices at 4260 Westbrook Drive, Suite 120, Aurora, IL 60504, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 16, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

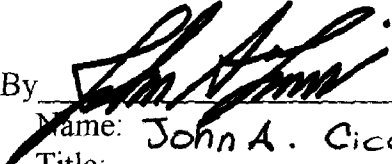
\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 16<sup>th</sup> day of June, 2000.

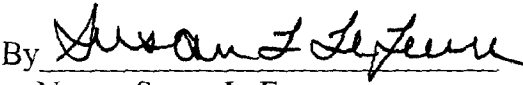
DUR-O-WAL, INC.,

Grantor

By   
Name: John A. Ciccarelli  
Title: President

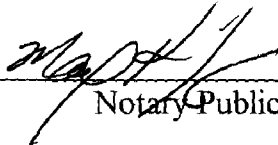
BANKERS TRUST COMPANY,

as Collateral Agent, Grantee

By   
Name: Susan LaFerve  
Title: Director

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )


On this 16<sup>th</sup> day of June, 2000, before me personally came John A. Ciccarelli who, being by me duly sworn, did state as follows: that he is President of Dur-O-Wal, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
-----  
Notary Public

MAY KAREN YIP  
Notary Public, State of New York  
No. 01Y1609963  
Qualified in New York County  
Commission Expires June 22, 2000

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 16<sup>th</sup> day of June, 2000, before me personally came Susan LeFevre who, being by me duly sworn, did state as follows: that she is a Director of Bankers Trust Company that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

MAY KAREN YIP  
Notary Public, State of New York  
No. 01Y16009063  
Qualified in New York County  
Commission Expires June 22, 2000