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U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

02-05-2001



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

I am not sure which one is the city

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name La Habra Products, Inc.

01/19/2001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

#### Receiving Party

Mark if additional names of receiving parties attached

Name BNP Paribas

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Ref. 384, 3 Rue d'Antin 75078

Address (line 2) \_\_\_\_\_

Address (line 3) Cedex  
City

Paris  
State/Country

02  
Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization PARIS

#### FOR OFFICE USE ONLY

02/05/2001 BTOM11 00000052 2135354

01 FC:481  
02 FC:482

40.00 OP  
175.00 OP

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

TRADEMARK  
REEL: 002229 FRAME: 0148

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account  # 1382

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Ruth Talavera  
Name of Person Signing

[Signature]  
Signature

January 25, 2001  
Date Signed

# SUPPLEMENT TO SECURITY AGREEMENT

## (TRADEMARKS)

**WHEREAS**, La Habra Products, Inc., a California corporation (herein referred to as "**Debtor**"), having an address at 240 South Loara Street, Anaheim, CA 92802, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, BNP Paribas, as Security Agent is party to a Credit Agreement dated January ~~22~~, 2001 (the "**Agreement**") pursuant to which Security Agent has been appointed and is serving as trustee for the Lenders listed therein.

**WHEREAS**, Debtor has entered into a Pledge and Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is Réf. 384, 3 Rue d'Antin 75078 Paris Cedex 02.

NYA 328022.1

**TRADEMARK**  
**REEL: 002229 FRAME: 0150**

IN WITNESS WHEREOF, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of January 9, 2001.

**La Habra Products, Inc.**

By: \_\_\_\_\_

Name: FRANCOIS BOUAN

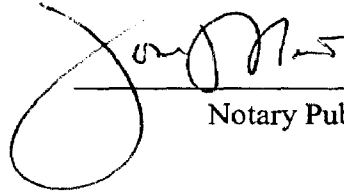
Title: PRESIDENT

STATE OF CALIFORNIA )

) ss.:

COUNTY OF ORANGE )

On this 19<sup>TH</sup> day of January, 2001, before me personally appeared Francis Brian, to me known, who, being by me duly sworn, did depose and say that he/she resides at 27695 CAMPANA, MISSION VILLO, CA. 92692 and that he/she is PRESIDENT of Debtor; that he/~~she~~ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/~~she~~ signed his/~~her~~ name thereto in his/~~her~~ capacity as an authorized officer of said corporation pursuant to such authority.

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



Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
La Habra Stucco Weather Tex	02/10/1998	2,135,354
La Habra	08/20/1996	1,994,732
La Habra Stucco	11/12/1996	2,014,842
(2) Design Only	07/23/1996	1,988,117
Poly-Bond	07/16/1996	1,986,746
Roc-Set	04/09/1996	1,966,523
La Habra Wall	09/10/1996	1,999,207
Kona-Crete	12/26/1995	1,944,204