



01-26-2001

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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).

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country 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

FOR OFFICE USE ONLY

02/05/2001 6TON11 00000051 1433897
01 FC:481 40.00 OP
02 FC:482 275.00 OP

NOT SURE WHICH IS THE ZIP CODE OR CITY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 0483

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="SEE"/>	<input type="text" value="Schedule"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2A"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 # 1381

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.

Beth Talavera
Name of Person Signing

[Signature]
Signature

January 25, 2001
Date Signed

Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT**TRADEMARKS**

Trademark	Application or Registration Date	Application Serial No. or Registration No.
Insul/Crete	03/24/1987	1,433,897
Flex Float	11/17/1987	1,465,092
Fas'Ner and Design	03/15/1988	1,480,827
Parex	03/13/1990	1,586,362
Monocouche	03/20/1990	1,587,853
Resistex	10/08/1991	1,659,770
Par Excellence	11/19/1991	1,664,653
Parflex	05/12/1992	1,686,448
I-C Gold	06/14/1994	1,839,440
Cerastone	01/31/1995	1,876,227
Castleroc	05/16/1995	1,894,116
I-C Silver	09/01/1998	2,185,741

SUPPLEMENT TO SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Parex, Incorporated, a Georgia corporation (herein referred to as "**Debtor**"), having an address at 1809 St. Mountain-Lithonia Road, Redan, GA 30074, (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 1(c) or 1(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 1(c) or 1(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 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.

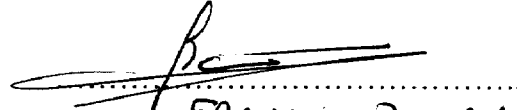
Secured Party's address is Réf. 384, 3 Rue d'Antin, 75078 Paris Cédex 02.

NYA 328024-1

IN WITNESS WHEREOF, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of January 19, 2001.

Parex, Incorporated

By:



Name: FRANCOIS BOUAN

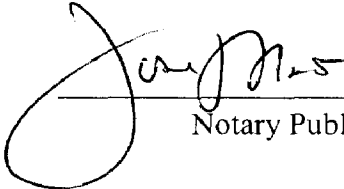
Title: PRESIDENT

STATE OF ~~CALIFORNIA~~)

) ss.:

COUNTY OF ~~ORANGE~~)

On this 19TH day of JANUARY, 2001, before me personally appeared FRANCIS BOLAN, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at 27695 CHAPALA, MISSION VIEJO, 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

