



101959238

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

1. Name of conveying party(ies):

Custom Building Products,
a California corporation

1-25-02

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

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

2. Name and address of receiving party(ies):

Name: Bank of America, N.A., as
Administrative Agent
 Internal Address: Attn: Custom Bldg Products
Account Officer
 Street Address: 800 Fifth Ave., 37th Floor
Mail Code: WAI-50I-37-20
 City: Seattle State: WA ZIP: 98104

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Oct. 12, 2001

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

A. Trademark Application No.(s)

see attached Exhibit A

B. Trademark registration No.(s)

see attached Exhibit A

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton
LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41):..... \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01/28/2002 DBYRNE 00000049 75238634

01 FC:481 40.00 DP
02 FC:482 525.00 DP

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.

Anthony R. Callobre
Name of Person Signing

Anthony R. Callobre
Signature

1/24/02
Date

Total number of pages comprising cover sheet: 7

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.

TRADEMARK

REEL: 002430 FRAME: 0111

EXHIBIT A

Additional Existing and Pending Trademarks

<u>Trademarks</u>	<u>Application No/ Registration No.</u>	<u>Application Date/ Registration Date</u>
SURFACEGARD	75/238,634	02/10/97
C-CURE (Stylized)	1,235,292	04/19/83
UNIFLEX	1,269,866	03/13/84
LEVELCURE	1,335,536	05/14/85
C-CURE	1,343,666	06/25/85
C-CURE	1,344,430	06/25/85
MP	1,388,324	04/01/86
PERMABOND	1,398,538	06/24/86
MARBLMATE	1,544,059	06/20/89
ULTRACURE	1,713,692	09/08/92
C-CURE (Stylized)	1,870,225	12/27/94
EVERWHITE	1,913,339	08/22/95
UNILAYMENT	1,913,340	08/22/95
CUREBOND	1,923,646	10/03/95
CURELASTIC	1,924,949	10/10/95
CUREMIX	1,925,455	10/10/95
CURECRYLIC	1,925,456	10/10/95
CUREFAST	1,929,506	10/24/95
CURECRETE	1,946,481	01/09/96
CUREFLEX	1,952,538	01/30/96
MULTIFLEX	1,974,581	05/21/96
SOUNDCURE	2,024,362	12/17/95

FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of October 12, 2001, is entered into by and between Custom Building Products, a California corporation ("Grantor") and Bank of America, N.A., as the Administrative Agent under the Loan Agreement referred to below ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantor, Thomas R. Peck Manufacturing Company, Inc., Superior Featherweight Tools Co., Jamo, Inc., Glascrete, Inc. (collectively, the "Original Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Secured Party entered into that certain Loan Agreement dated as of August 6, 1999 (as amended, supplemented or otherwise modified from time to time, including by that certain Amended and Restated Loan Agreement dated as of January 22, 2001 among Grantor, Thomas R. Peck Manufacturing Company, Inc., the Lenders party thereto, and Secured Party, the "Loan Agreement") pursuant to which the Lenders made certain secured credit facilities available to the Original Borrowers upon the terms and conditions set forth in the Loan Agreement and the related Loan Documents.

B. As a condition to the extension of credit to the Original Borrowers by the Lenders, Grantor entered into a Trademark Security Agreement dated as of August 6, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), which was recorded on August 27, 1999 with the United States Patent and Trademark Office at Reel 001950, Frame 0815, pursuant to which Grantor granted to Secured Party for the benefit of the Lenders a security interest in all of Grantor's rights title and interest in and to all of its presently existing and hereafter acquired Trademarks and Collateral as defined therein.

C. Subsequent to the execution of the Loan Agreement and Security Agreement, Grantor has applied for or acquired additional Trademarks, which are subject to the security interest created in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Schedule 1 of the Security Agreement, "Existing and Pending Trademarks", is hereby amended by adding the attached Exhibit A "Existing and Pending Trademarks", and the two shall be read together as one Schedule 1 to the Security Agreement.

2. Concurrent with this Amendment, Grantor shall execute and deliver to Secured Party any and all agreements and documents as may be requested by Secured Party to evidence the assignment of a security interest in each Trademark on Exhibit A hereto.

3. Grantor represents and warrants as follows:

(a) Except to the extent any such representations relate to an earlier date in which case it shall have been correct as of such earlier date, each of the representations and warranties contained in the Security Agreement is hereby reaffirmed as of the date hereof, each as if set forth herein;

(b) The execution, delivery and performance of this First Amendment is within Grantor's powers, has been duly authorized by all necessary action, has received all necessary approvals, if any, and does not contravene any law or any contractual restrictions binding on Grantor;

(c) This First Amendment is a legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms; and

(d) No event has occurred and is continuing or would result from this First Amendment which constitutes a Default or Event of Default under the Loan Agreement.

4. This First Amendment shall be part of the Security Agreement, the terms of which are incorporated herein, and the breach of any representation, warranty or covenant contained herein or the failure to observe or comply with any term or agreement contained herein, shall constitute a Default under the Loan Agreement and Secured Party shall be entitled to exercise all rights and remedies it may have under the Loan Agreement and applicable law.

5. Grantor agrees to pay all costs, expenses and attorneys' fees incurred by Secured Party in connection with the negotiation, preparation and recording of this First Amendment and any other documents in connection herewith and in carrying out or enforcing the terms of this First Amendment.

6. Secured Party is not waiving any rights under the Security Agreement and, except as expressly provided herein or as previously modified in a writing signed by Secured Party, all of the terms, covenants, and conditions of the Security Agreement remain unmodified and in full force and effect.

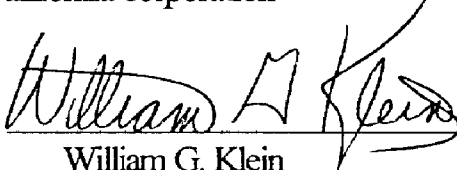
7. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Security Agreement.

8. This First Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Amendment as of the date first above written by their duly authorized representatives.

Grantor:

CUSTOM BUILDING PRODUCTS,
a California corporation

By 
William G. Klein
Secretary

Secured Party:

BANK OF AMERICA, N.A., as Administrative Agent,
and for and on behalf of the Lenders

By _____
Ken Puro
Vice President

8. This First Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Amendment as of the date first above written by their duly authorized representatives.

Grantor:

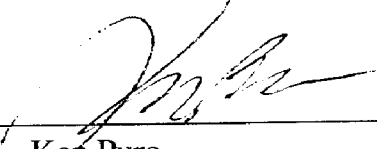
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