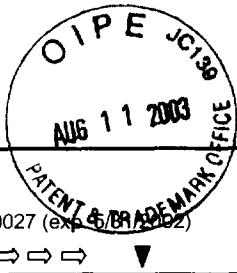


8-11-03



08-14-2003



102524554

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/02) Tab settings

REC T

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Precision Coatings, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 4, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal

Address:

Street Address: 2450 Colorado Ave., Suite 3000 West

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation California Other

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2564907, 2508642, 2475064

Additional number(s) attached Yes No

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

Name: Tammy Long

Internal Address:

Street Address: c/o Alschuler Grossman Stein & Kahan

1620 26th Street, Fourth Floor, North Tower

City: Santa Monica State: CA Zip: 90404

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed 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.

Tammy Long

Name of Person Signing

Signature

August 7, 2003

Date

Total number of pages including cover sheet, attachments, and document:

3

08/13/2003 BYRNE 00000129 2564907

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

01 FC:8521 02 FC:8522

40.00 OP 50.00 OP

TRADEMARK REEL: 002800 FRAME: 0901

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Precision Coatings, Inc., a Missouri corporation (the "Assignor"), has adopted, used and is using and holds all right, title and interest in and to, the trademarks and service marks listed on **Schedule 1** hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the owner of 100% of the outstanding stock of the Assignor, Earl Scheib, Inc., a Delaware corporation ("Parent"), and the Assignor's affiliate, Earl Scheib Realty Corp., a California corporation (collectively with Parent, the "Borrower") have agreed to enter into a Loan and Security Agreement, dated as of August 4, 2003 (as amended or otherwise modified from time to time, the "Loan Agreement"), in favor of Wells Fargo Foothill, Inc., a California corporation (the "Assignee"), and other agreements in connection therewith (collectively with the Loan Agreement, the "Loan Documents"); and

WHEREAS, the Assignor agreed, at the request of Borrower, to guaranty absolutely and unconditionally each Borrower's Obligations (as defined in the Loan Agreement) pursuant to that certain Guaranty, dated as of August 4, 2003 (the "Guaranty"). The Assignor hereby acknowledges that it has derived and expects to derive, directly or indirectly, a substantial benefit from the Loan Agreement, both in its separate capacity and as a member of the consolidated group.

WHEREAS, pursuant to the Loan Documents, the Assignor wishes to secure the Guaranty and grant to the Assignee for the benefit of Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the prompt payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to the Assignee for the benefit of Assignee a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein.

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademarks and Trademark Applications Owned
by Precision Coatings, Inc.

Mark	Reg./App. No.	Reg. Date	Class	Goods/Services
PRECISION COATINGS INC. PCI	2564907	April 30, 2002	Int'l - 2; US - 6, 11, 16	Paints for industrial equipment; and solvent based topcoats and primers for metal, plastic and fiberglass substrates
PRECISION COATINGS	2508642	November 20, 2001	Int'l - 2; US - 6, 11, 16	Paints for industrial equipment; and solvent based topcoats and primers for metal, plastic and fiberglass substrates
PCI	2475064	August 7, 2001	Int'l - 2; US - 6, 11, 16	Paints for industrial equipment; and solvent based topcoats and primers for metal, plastic and fiberglass substrates