

03-10-2004



To the Honorable Commissione

102689964

Send original documents or copy thereof.

1. Name of conveying party(ies):
Napco, Inc.

3-1-04

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 02/12/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,
Internal
Address: as Collateral Agent
Street Address: 677 Washington Boulevard
City: Stamford State: CT Zip: 06912

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

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) SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: Tonya Chappell
Internal Address: clo csc
Street Address: 80 State St.
City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41) \$ 880.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

TRADEMARK FEE PROCESS RECEIVED
 2004 MAR - 1 P 3:40
 U.S. PATENT & TRADEMARK OFFICE

DO NOT USE THIS SPACE

9. Signature.

Refund Ref: 03/09/2004
 CHECK Refund Total: \$290.00
 Name of Person Signing: Maureen P. Murphy

Signature: *Maureen P. Murphy*
 Date: February 23, 2004

Total number of pages including cover sheet, attachments, and document: 7

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



03-01-2004

40.00 DP
 550.00 DP
 03/09/2004 MGETACHE 0000197 2556213
 01 FC:4521
 02 FC:4522

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NO.	SERIAL NO.
A LIFETIME OF BEAUTY	2,556,213	78078288
AMERICAN '76 COLLECTION	2,169,431	75290529
AMERICAN COMFORT	1,895,104	74502947
AMERICAN HERALD	2,457,106	75942371
AMERICAN HERALD	2,169,432	75290530
AMERICAN SPLENDOR	2,464,580	75828953
CEDAR SELECT	2,693,580	78139789
DOUBLE-GARD	1,332,171	73458526
DOUBLE-GARD	1,388,027	73552000
DURA BUILT	1,383,016	73548194
MONTICELLO	1,137,575	73164436
NAPCO	912,193	72357627
NAPCO	1,687,554	74159058
NHC	2,593,612	76023192
NHC BUILDING PRODUCTS	2,670,877	76023190
OLDE PROVIDENCE	2,169,430	75290528
RIGITUCK	2,468,449	75828392
SEVENTY-SIX COLLECTION	2,567,611	78078279
SILICONE-3	999,911	72456764
SUNNYBROOK	1,868,312	74398064
WHAT THE BEST HOMES ARE WEARING	2,495,084	75980888
WHAT THE BEST HOMES ARE WEARING	2,605,289	75828394
XACT-FIT	2,635,868	75708013

Exhibit A

U.S. TRADEMARKS OWNED BY NAPCO, INC.

TRADEMARK REGISTRATIONS:

OWNER	MARK	REGISTRATION NUMBER	COUNTRY
Napco, Inc.	A LIFETIME OF BEAUTY	2,556,213	USA
Napco, Inc.	AMERICAN '76 COLLECTION	2,169,431	USA
Napco, Inc.	AMERICAN COMFORT	1,895,104	USA
Napco, Inc.	AMERICAN HERALD	2,457,106	USA
Napco, Inc.	AMERICAN HERALD	2,169,432	USA
Napco, Inc.	AMERICAN SPLENDOR	2,464,580	USA
Napco, Inc.	CEDAR SELECT	2,693,580	USA
Napco, Inc.	DOUBLE-GARD	1,332,171	USA
Napco, Inc.	DOUBLE-GARD	1,388,027	USA
Napco, Inc.	DURA BUILT	1,383,016	USA
Napco, Inc.	MONTICELLO	1,137,575	USA
Napco, Inc.	NAPCO	912,193	USA
Napco, Inc.	NAPCO	1,687,554	USA
Napco, Inc.	NHC	2,593,612	USA
Napco, Inc.	NHC BUILDING PRODUCTS	2,670,877	USA
Napco, Inc.	OLDE PROVIDENCE	2,169,430	USA
Napco, Inc.	RIGITUCK	2,468,449	USA
Napco, Inc.	SEVENTY-SIX COLLECTION	2,567,611	USA
Napco, Inc.	SILICONE-3	999,911	USA
Napco, Inc.	SUNNYBROOK	1,868,312	USA
Napco, Inc.	WHAT THE BEST HOMES ARE WEARING	2,495,084	USA
Napco, Inc.	WHAT THE BEST HOMES ARE WEARING	2,605,289	USA
Napco, Inc.	XACT-FIT	2,635,868	USA

TRADEMARK APPLICATIONS:

NONE

Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of February 12, 2004, by Napco, Inc., (the "**Pledgor**"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Pledgor is party to a U.S. Security Agreement of even date herewith (the "**U.S. Security Agreement**") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark U.S. Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. **U.S. Security Agreement**. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. **Termination**. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

NAPCO, INC.

By: Lee D. Meyer
Name: LEE D. MEYER
Title: Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NAPCO, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Barbara Lynn McMichael
Name:
Title: **Barbara Lynn McMichael**
Associate Director
Banking Products Services US

By: _____
Name: **Wilfred V. Saint**
Title: **Associate Director**
Banking Products
Services US