

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oatey Co.		12/14/2006	CORPORATION:

**RECEIVING PARTY DATA**

Name:	KeyBank National Association, as Agent
Street Address:	127 Public Square
Internal Address:	Attn: Institutional Banking
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	0680644	BOND TITE
Registration Number:	0804963	BOND TITE
Registration Number:	0894418	NO-CALK
Registration Number:	1092313	MICROCEL
Registration Number:	1117283	XL
Registration Number:	1350165	SUPER GLAS
Registration Number:	1351179	BOND TITE
Registration Number:	1525034	SAFE FLO
Registration Number:	1505466	RAIN-R-SHINE
Registration Number:	1546946	OATEY
Registration Number:	2207027	QUIET PIPES
Registration Number:	1991833	ALL-FLASH
Registration Number:	2159215	SURE-VENT

OP \$965.00 0680644

Registration Number:	2245137	HIGHRISE
Registration Number:	2383653	MAXWAX
Registration Number:	2347711	TB-2000
Registration Number:	2439487	ELIMINATOR
Registration Number:	2430478	COLOR-FLASH
Registration Number:	2518761	I2K
Registration Number:	2498076	GREAT WHITE
Registration Number:	2557250	GREAT BLUE
Registration Number:	2596358	DRAINSWEEP
Registration Number:	2738144	FLEX-CLEAN
Registration Number:	2725504	SUPER 30
Registration Number:	1997708	MULTI-SIZE
Registration Number:	2031547	SELF-SEAL
Registration Number:	1969950	ARFCO
Registration Number:	1969949	ARFCO PREFERRED BY PROFESSIONALS
Registration Number:	2876816	S2K
Registration Number:	2874005	QUADTRO
Registration Number:	2932437	SPOUTSHIELD
Registration Number:	2969271	Q4
Registration Number:	1699087	ACCESS ABLE
Registration Number:	2810074	PATCH ABLES
Registration Number:	2810075	HANG ABLES
Serial Number:	78951327	UNI-WELD
Serial Number:	78901293	EASY TAP
Registration Number:	2397963	TWIST-N-SET

**CORRESPONDENCE DATA**

Fax Number: (216)566-5800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216-566-5800  
Email: Eduardo.Kim@ThompsonHine.com  
Correspondent Name: Eduardo Kim  
Address Line 1: 127 Public Square  
Address Line 2: 3900 Key Center  
Address Line 4: Cleveland, OHIO 44141

ATTORNEY DOCKET NUMBER: 059131.00021

NAME OF SUBMITTER:	Eduardo Kim
Signature:	/Eduardo Kim/
Date:	03/07/2007

**Total Attachments: 16**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 14<sup>th</sup> day of December, 2006, by OATEY CO., an Ohio corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

### 1. Recitals.

Pledgor, OATEY SUPPLY CHAIN SERVICES, INC., an Ohio subchapter S corporation, DBHL, INC., an Ohio corporation, and WILLIAM H. HARVEY CO., a Nebraska corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of December 14, 2006, with the lenders from time to time listed on Schedule 1 thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each term is defined in the Credit Agreement, provided for in the Credit Agreement.

Pledgor understands that the Lenders are willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to Borrowers by the Lenders and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or

foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" shall mean an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

"Obligations" shall mean, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by Borrowers to Agent, the Fronting Lender, the Swing Line Lender or any Lender pursuant to the Credit Agreement, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document; (d) all obligations and liabilities of the Companies owing to Lenders under Hedge Agreements; (e) every other liability, now or hereafter owing to Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

"Proceeds" shall mean (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to Pledgor's sale, exchange, collection, or other disposition of any or all of the Collateral.

"USCO" shall mean the United States Copyright Office in Washington, D.C.

"USPTO" shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Agent shall have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Agent and each Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. To Pledgor's knowledge, other than as set forth on Schedule 2 hereto, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent, which shall not be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Upon reasonable notice to Pledgor from Agent, Pledgor hereby grants to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense; provided that, if no Event of Default shall have occurred during any fiscal year of Oatey Co., Pledgor shall not be required to pay or reimburse the costs and expenses of the foregoing more than once for such year.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgor expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.3. If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, may in its sole discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses

incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 11, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. This power of attorney shall take effect upon the occurrence and during the continuance of an Event of Default and shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, do so in Pledgor's name or in the name of Agent, on behalf of the Lenders, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.



14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor obtains rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto.

18. Release of Collateral. In the event any part of the Collateral is sold in connection with a sale permitted by Section 5.12 of the Credit Agreement (or is otherwise released at the direction of Agent, the Required Lenders, or all of the Lenders, as may be required by Section 11.3 of the Credit Agreement), and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement to the extent required to be so applied, Agent, at the request and expense of Pledgor, will (a) release such Collateral from this Agreement, and (b) execute and deliver to Pledgor (without recourse and without any representation or warranty) all deeds, assignments and other instruments necessary or proper to re-vest in Pledgor full title to such Collateral as is then (or has been) so sold or released and has not theretofore been released pursuant to this Agreement.

18. Maximum Liability of Pledgor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Obligations secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Borrower) would not render the rights to payment of Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

19. No Waiver. No course of dealing between Pledgor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and

determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.


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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS, BORROWERS AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement at Cleveland, Ohio as of the date first written above.

Address: 4700 W. 160<sup>th</sup> Street  
Cleveland, Ohio 44135  
Attention: \_\_\_\_\_

OATEY CO  
By:   
Name: William R. Oatey  
Title: Vice Chairman

Signature Page to  
Intellectual Property Collateral Assignment Agreement

TRADEMARK  
REEL: 003495 FRAME: 0054

SCHEDULE 1

Oatey Co.

PENDING AND REGISTERED TRADEMARKS:

<u>REFERENCE NO.</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
OATYT0090US	BOND TITE	046,153	02/19/1958	680,644	06/23/1959
OATYT0091US	BOND TITE	202,836	09/28/1964	804,963	03/08/1966
OATYT0092US	NO-CALK	308,914	10/04/1968	894,418	07/14/1970
OATYT0093US	MICROCEL	131,401	06/22/1977	1,092,313	05/30/1978
OATYT0094US	XL	125,629	05/06/1977	1,117,283	05/01/1979
OATYT0096US	SUPER GLAS	484,932	06/13/1984	1,350,165	07/23/1985
OATYT0097US	BOND TITE AND DESIGN	518,126	01/18/1985	1,351,179	07/30/1985
OATYT0099US	BOND-TITE PRODUCTS			R,N 81861	01/14/1985
OATYT0101US	SAFE FLO	676,802	08/06/1987	1,525,034	02/21/1989
OATYT0102US	RAIN-R-SHINE	705,587	01/14/1988	1,505,466	09/27/1988
OATYT0103US	OATEY	737,772	07/01/1988	1,546,946	07/11/1989
OATYT0105USA	QUIET PIPES	75/359,119	09/18/1997	2,207,027	12/01/1998
OATYT0107CA	FLEX-FLASH	713,268	09/21/1992	418,353	10/15/1993
OATYT0108CA	BOND TITE			175,297	03/26/1971
OATYT0109US	ALL-FLASH	74/551,502	07/20/1994	1,991,833	08/06/1996
OATYT0111US	SURE-VENT	74/656,956	04/06/1995	2,159,215	05/19/1998
OATYT0116US	HIGHRISE	75/373,575	10/15/1997	2,245,137	05/11/1999
OATYT0117US	MAXWAX	75/373,541	10/15/1997	2,383,653	09/05/2000
OATYT0119US	TB-2000	75/544,658	08/28/1998	2,347,711	05/02/2000
OATYT0120US	ELIMINATOR	75/761,544	07/27/1999	2,439,487	03/27/2001
OATYT0121US	COLOR-FLASH	75/761,542	07/27/1999	2,430,478	02/20/2001
OATYT0123US	TWIST-N-SET	75/859,968	11/29/1999	2,397,963	10/24/2000
OATYT0124CN	OATEY	2000025547	03/07/2000	1628028	09/07/2001

OATYT0125US	I2K	76/060,678	05/31/2000	2,518,761	12/11/2001
OATYT0126US	GREAT WHITE	76/095,669	07/11/2000	2,498,076	10/16/2001
OATYT0127US	GREAT BLUE	76/095,670	07/11/2000	2,557,250	04/02/2002
OATYT0128US	DRAINSWEEP	76/270,936	06/13/2001	2,596,358	07/16/2002
OATYT0129US	FLEX-CLEAN	76/270,935	06/13/2001	2,738,144	07/15/2003
OATYT0130US	SUPER 30	76/306,821	08/29/2001	2,725,504	06/10/2003
OATYT0131US	MULTI-SIZE	74/674,993	05/17/1995	1,997,708	08/27/1996
OATYT0132US	SELF-SEAL	74/675,060	05/17/1995	2,031,547	01/21/1997
OATYT0133US	ARFCO	74/675,059	05/17/1995	1,969,950	04/23/1996
OATYT0134US	ARFCO PREFERRED BY PROFESSIONALS & DESIGN	74,675,053	05/17/1995	1,969,949	04/23/1996
OATYT0135US	S2K	76/543,911	08/29/2003	2,876,816	08/24/2004
OATYT0136US	QUADTRO	76/541,208	08/20/2003	2,874,005	08/17/2004
OATYT0137US	SPOUTSHIELD	76/541,207	08/20/2003	2,932,437	03/15/2005
OATYT0139US	Q4 AND DESIGN	76/541,209	08/20/2003	2,969,271	07/19/2005
OATYT0140TW	OATEY	92070329	12/05/2003	01160151	07/01/2005
OATYT0142MX	OATEY	691944	12/08/2004	868375	02/23/2005
OATYT0143US	ACCESS ABLE AND DESIGN	74/168,206	05/20/1991	1,699,087	07/07/1992
OATYT0144US	PATCH ABLES	76/470,371	11/25/2002	2,810,074	02/03/2004
OATYT0145US	HANG ABLES	76/470,373	11/25/2002	2,810,075	02/03/2004
OATYT0146US	UNI-WELD	78/951,327	08/14/2006		
OATYT0147MX	UNI-WELD	800854	08/16/2006		
OATYT0148NG	OATEY	TP.162968/06	07/10/2006		
OATYT0149US	EASY TAP	78/901,293	06/06/2006		

PENDING AND ISSUED PATENTS:

<u>REFERENCE NO.</u>	<u>TITLE</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>PATENT NO.</u>	<u>ISSUED</u>
OATYP0025USC	ROOF FLASHING	07/327,410	03/21/1989	4,903,997	02/27/1990
OATYP0037CA	LEAD- AND ANTIMONY-FREE SOLDER COMPOSITION	607,061	07/31/1989	1,299,471	04/28/1992

OATYP0037US	LEAD-AND ANTIMONY-FREE SOLDER COMPOSITION	07/340,370	04/19/1989	4,879,096	11/07/1989
OATYP0039CAA	METHOD AND COMPOSITIONS	2,131,342	09/01/1994	2,131,342	06/06/2000
OATYP0039USA	METHOD OF BONDING AND BONDING COMPOSITIONS	08/246,690	05/20/1994	5,416,142	05/16/1995
OATYP0100CA	FLEXIBLE HIGH COLLAR ROOF FLASHING	2,104,172	08/16/1993	2,104,172	11/23/2004
OATYP0100US	FLEXIBLE HIGH COLLAR ROOF FLASHING	07/939,716	09/02/1992	5,390,451	02/21/1995
OATYP0103CA	MUTLI-SIZE ROOF FLASHINGS	2,177,104	05/22/1996		
OATYP0103MX	MULTI-SIZE ROOF FLASHINGS	962590	07/03/1996	195653	03/24/2000
OATYP0103US	MULTI-SIZE ROOF FLASHING	08/498,574	07/06/1995	5,588,267	12/31/1996
OATYP0104MX	PLASTIC VALVE WITH INLET CONDUIT EXTENSION	966214	12/09/1996	194550	12/13/1999
OATYP0104US	PLASTIC VALVE WITH INLET CONDUIT EXTENSION	08/575,602	12/20/1995	5,615,703	04/01/1997
OATYP0109USA	VACUUM BREAKER VALVE VENT FITTING CLEAN-OUT DEVICE	09/086,909	05/29/1998	5,971,014	10/26/1999
OATYP0112US	WASHING MACHINE OUTLET BOX	09/258,963	03/01/1999	6,155,286	12/05/2000
OATYP0113US	PIPE CLAMPS	09/017,747	02/03/1998	6,164,604	12/26/2000
OATYP0115CA	WATER SOLUBLE FLUXES AND METHODS OF USING THE SAME	2,279,012	07/23/1999		
OATYP0115USA	WATER SOLUBLE FLUXES AND METHODS OF USING THE SAME	09/359,249	07/22/1999	6,752,309	06/22/2004
OATYP0116US	TUB BOX	09/343,157	06/29/1999	6,264,056	07/24/2001
OATYP0117CA	DRAIN TEST CAP	1999-0571	03/02/1999	87950	10/29/1999
OATYP0117US	DRAIN TEST CAP	29/094,145	09/25/1998	DES. 418,907	01/11/2000
OATYP0118CA	WASHING MACHINE OUTLET BOX WITH COMMON TAILPIECE FOR TWO DRAIN OUTLETS	2,291,976	12/09/1999		
OATYP0118US	WASHING MACHINE OUTLET BOX WITH COMMON TAILPIECE FOR TWO DRAIN OUTLETS	09/295,658	04/21/1999	6,148,850	11/21/2000
OATYP0119CA	WATER SUPPLY LINE BOX	2000-0149	01/21/2000	90133	08/11/2000
OATYP0119US	WATER SUPPLY LINE BOX	29/108,570	07/29/1999	DES. 428,117	07/11/2000
OATYP0122US	METAL STUD INSULATING PIPE CLAMPS	09/785,852	02/16/2001	6,598,835	07/29/2003
OATYP0125USA	BONDING COMPOSITIONS FOR CHLORINATED POLYMERS AND METHODS OF USING THE SAME	10/295,186	11/15/2002	6,887,926	05/03/2005
OATYP0127US	WASTE AND OVERFLOW SYSTEM FOR A BATHTUB	09/791,934	02/22/2001	6,484,331	11/26/2002

OATYP0127USA	WASTE AND OVERFLOW SYSTEM FOR A BATHTUB	10/251,026	09/20/2002	6,836,911	01/04/2005
OATYP0127USB	WASTE AND OVERFLOW SYSTEM FOR A BATHTUB	10/253,337	09/24/2002	6,606,753	08/19/2003
OATYP0128USA	LOAD RESISTANT FLOOR DRAIN ASSEMBLY	10/103,255	03/21/2002	6,687,925	02/10/2004
OATYP0133CA	UNIVERSAL WASHING MACHINE OUTLET BOX	2,479,865	08/31/2004		
OATYP0133US	UNIVERSAL WASHING MACHINE OUTLET BOX	10/768,544	01/30/2004		
OATYP0134USA	ADHESIVE COMPOSITIONS AND METHODS OF USING THE SAME	11/104,032	04/12/2005		
OATYP0134WOA	ADHESIVE COMPOSITIONS AND METHODS OF USING THE SAME	PCT/US05/25691	07/20/2005		
OATYP0135CA	PLUMBING ADAPTOR FOR AIR ADMITTANCE VALVE	110,765	04/20/2005	110765	10/30/2006
OATYP0135US	PLUMBING ADAPTOR FOR AIR ADMITTANCE VALVE	29/216,351	11/02/2004	D522,616	06/06/2006
OATYP0137US	ACCESS PANEL ASSEMBLY WITH DOOR AND MULTI-FUNCTIONAL FRAME	07/220,322	07/18/1988	4,890,418	01/02/1990
OATYP0138US	ACCESS PANEL ASSEMBLY	08/197,561	02/14/1994	5,355,626	10/18/1994
OATYP0139US	TOILET BOWL STABILIZER	09/619,850	07/20/2000	6,378,141	04/30/2002
OATYP0140US	CLOSET FLANGE WITH KNOCKOUT	60/788,484	03/31/2006		
OATYP0141US	CLOSET FLANGE WITH OVERMOLDED TEST CAP	60/788,481	03/31/2006		
OATYP0145US	PIPE HANGER DEVICE	29/052,475	04/01/1996	D380,144	06/24/1997
OATYP0146US	WALL ACCESS PANEL AND COVER PLATE	29/116,414	01/03/2000	D436,926	01/30/2001
OATYP0147US	WALL ACCESS PANEL COVER PLATE	29/130,789	10/06/2000	D441,719	05/08/2001
	FLUID SHOCK ABSORBER ASSEMBLY	10/003,598	11/26/2001	6,732,758	5/11/2004
	FOOD ROLLER DISPENSER	07/622,510	5/12/1990	5,118,011	6/2/1992



SCHEDULE 2

**Oatey Co.**

License Agreement, dated March 3, 2000, between Oatey Co. and Alpha-Fry Technologies.

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 14, 2006, EXECUTED BY OATEY CO., AN OHIO CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, OATEY CO., an Ohio corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 14, 2006 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION as Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on December 14, 2006.

OATEY CO.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_