

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
United Coatings Manufacturing Company		02/28/2007	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	M&I Marshall & Ilsley Bank
<b>Street Address:</b>	770 North Water Street
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	banking corporation: WISCONSIN

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2617403	ADHERE-IT
Registration Number:	1657927	AQUATHON
Registration Number:	1495582	CANYON TONE STAIN
Registration Number:	1116530	DIATHON
Registration Number:	0989441	ELASTALL
Registration Number:	0920064	ELASTRON
Registration Number:	1116529	EPOQUA
Registration Number:	1714874	IN-WOOD
Registration Number:	2701816	LONGEVITY BY DESIGN
Registration Number:	0864818	MARATHON
Registration Number:	0850083	MONOCRYL
Registration Number:	2188717	ROOFSHIELD
Registration Number:	0860870	RUBBERSTONE

CH \$440.00 2617403

Registration Number:	1221354	TERRA-THANE
Registration Number:	2706167	UC
Registration Number:	1785097	UNI-TEX
Registration Number:	1491796	VABAR

**CORRESPONDENCE DATA**

Fax Number: (414)978-8675

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 414 277 5675

Email: msl@quarles.com

Correspondent Name: Marta S. Levine

Address Line 1: Quarles & Brady LLP

Address Line 2: 411 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	03/30/2007

**Total Attachments: 5**

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (the "Confirmatory Assignment") is made effective as of February 28, 2007, by and from **UNITED COATINGS MANUFACTURING COMPANY** (the "Assignor"), a Washington corporation, whose principal address is 19011 E. Cataldo, Spokane Valley, WA 99016 to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202 as Agent (the "Assignee") for lenders ("the Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof as amended or amended and restated by and among the Raabe Company LLC, a Delaware limited liability company, Matrix System Automotive Finishes, LLC, a Delaware limited liability company, Quest Specialty Chemicals, Inc., a Delaware corporation, and Assignor, Assignee and the Lenders.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), all listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
  - (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest

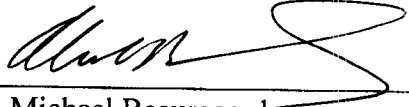
in and to the Trademarks set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**UNITED COATINGS MANUFACTURING  
COMPANY**

By:   
Name: Michael Beauregard  
Title: Vice President, Treasurer and  
Assistant Secretary

[Signature Page to Confirmatory Assignment of Security Interest  
In United States Trademarks]

**TRADEMARK**  
**REEL: 003511 FRAME: 0568**

STATE OF Michigan )  
 ) SS.  
COUNTY OF Wayne )

Michael Beauregard, known to me to be the Vice President, Treasurer and Assistant Secretary of **UNITED COATINGS MANUFACTURING COMPANY**, personally came before me this 28<sup>th</sup> day of February, 2007, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Trademarks on behalf of **UNITED COATINGS MANUFACTURING COMPANY** and pursuant to authority duly received.

Rita K. Torchia  
Notary Public, State of \_\_\_\_\_  
My Commission \_\_\_\_\_

(SEAL)

Rita K. Torchia  
Notary Public, State of Michigan, County of Wayne  
My Commission Expires March 24, 2012  
Acting in the County of Wayne

[Notary Page to Confirmatory Assignment of Security Interest  
In United States Trademarks]

**TRADEMARK**  
**REEL: 003511 FRAME: 0569**

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

**U.S. TRADEMARKS**

<b><u>File No.</u></b>	<b><u>Mark</u></b>	<b><u>Reg. No./Ser. No.</u></b>	<b><u>Renewal Date</u></b>
UN1-124	Adhere-It	Reg. No. 2,617,403	09/10/07
UN1-117	Aquathon	Reg. No. 1,657,927	09/24/11
UN1-115	Canyon Tone Stain	Reg. No. 1,495,582	07/12/08
UN1-127	Canyon Tone Stain (China)	Reg. No. 3069728 Ser. No. ZC3069728SL	04/13/13 04/13/13
UN1-108	Diathon	Reg. No. 1,116,530	04/17/09
UN1-107	Elastall	Reg. No. 989,441	07/30/14
UN1-105	Elastron	Reg. No. 920,064	09/14/11
UN1-109	Epoqua	Reg. No. 1,116,529	04/17/09
UN1-118	In-Wood	Reg. No. 1,714,874	09/15/12
UN1-121	Longevity by Design	Reg. No. 2,701,816	04/01/08
UN1-103	Marathon	Reg. No. 864,818	02/18/09
UN1-102	Monocryl	Reg. No. 850,083	06/04/08
UN1-120	Roofshield	Reg. No. 2,188,717	09/15/08
UN1-101	Rubberstone	Reg. No. 860,870	06/26/08
UN1-112	Terra-Thane	Reg. No. 1,221,354	12/12/12
UN1-122	UC Logo	Reg. No. 2,706,167	04/15/09
UN1-110	United Coatings (Canada)	Reg. No. 423,043	11/16/09
UN1-125	United Coatings & UC Logo (Europe)	Reg. No. 002363661	09/04/11
UN1-119	Uni-Tex	Reg. No. 1,785,097	08/03/13
UN1-114	Vabar	Reg. No. 1,491,796	06/14/08