

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
Utex Industries, Inc.		05/18/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Ave.
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2732581	CHEMTEX
Registration Number:	2643745	EZESEAL
Registration Number:	2513455	X-TENDASEAL
Registration Number:	2197741	UTEX
Registration Number:	2202027	SUPER GOLD
Registration Number:	2162718	CHEM PATCH
Registration Number:	2257488	GENESIS
Registration Number:	2127623	CHEMRITE
Registration Number:	2031037	U-PAK
Registration Number:	1795610	UNILITE
Registration Number:	1656602	LIBERATOR
Registration Number:	1483670	KLIPR
Registration Number:	1499566	TEXLOK

CH \$415.00 2732581

Registration Number:	1033371	UTEX
Registration Number:	966073	UTEX
Registration Number:	563597	URON

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-00136
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	05/21/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 18th day of May, 2007 by **UTEX INDUSTRIES, INC.**, a Texas corporation ("Grantor") in favor of CapitalSource Finance LLC, as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of Grantor's affiliates by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement or Security Agreement, the provisions of the Credit Agreement or Security Agreement (as applicable) shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned and existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):


(i) each Trademark registration and application for registration listed on Schedule 1 annexed hereto (provided, that no security interest shall be granted in any intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under federal applicable law), together with any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UTEX INDUSTRIES, INC., a Texas corporation

By: 
Name: Young Lee
Title: Vice President

Trademark Security Agreement

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CHEMTEX	76/037,730 - 2,732,581	May 1, 2000 / July 1, 2003
EZESEAL	76/030,205 - 2,643,745	April 18, 2000 / October 29, 2002
X-TENDASEAL	76/013,059 - 2,513,455	March 30, 2000 / November 27, 2001
UTEX	75/326,862 - 2,197,741	July 18, 1997 / October 20, 1998
SUPER GOLD	75/221,739 - 2,202,027	January 6, 1997 / November 3, 1998
CHEM PATCH	75/160,134 - 2,162,718	September 4, 1996 / June 2, 1998
GENESIS	75/139,703 - 2,257,488	July 25, 1996 / June 29, 1999
CHEMRITE	74/728,025 - 2,127,623	September 12, 1995 / January 6, 1998
U-PAK	74/667,855 - 2,031,037	May 1, 1995 / January 14, 1997
UNILITE	74/292,387 - 1,795,610	July 7, 1992 / September 28, 1993
LIBERATOR	74/032,999 - 1,656,602	February 27, 1990 / September 10, 1991
KLIPR	73/678,738 - 1,483,670	August 17, 1987 / April 5, 1988
TEXLOK	73/667,532 - 1,499,566	June 22, 1987 / August 9, 1988
UTEX	72/459,753 - 1,033,371	June 21, 1973 / February 10, 1976

UTEX	72/422,014 - 966,073	April 20, 1972 / August 14, 1973
URON	71/612,425 - 563,597	April 9, 1951 / September 2, 1952

TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied

Super Tex

77/038,820

November 7, 2006