

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
ROL MANUFACTURING OF AMERICA INC.		06/21/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	ROYNAT BUSINESS CAPITAL INC.		
Street Address:	100 N. Tryon St., Suite 3720		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1438548	AUTO POWER	
Registration Number:	1483036	COLDSEAL	
Registration Number:	2780272	MOUNTEC	
Registration Number:	1355344	OMEGA	
Registration Number:	3022408		
Registration Number:	2911545	WHITESEAL TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(704)373-8839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas		
Address Line 1:	100 N. Tryon St., Suite 2900		
Address Line 2:	c/o McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

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NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	07/03/2007
Total Attachments: 3 source=Rol-Royat IP Sec Agmt#page1.tif source=Rol-Royat IP Sec Agmt#page2.tif source=Rol-Royat IP Sec Agmt#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is dated as of June 21, 2007 (this "**Agreement**"), by **ROL MANUFACTURING OF AMERICA INC.**, a Florida corporation ("**Grantor**") in favor of **ROYNAT BUSINESS CAPITAL INC.**, a Delaware corporation (the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to (i) a Credit and Security Agreement dated as September 30, 2005 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**2005 Credit Agreement**"), (ii) a Security Agreement dated as of September 30, 2005 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**2005 Guaranty Security Agreement**"), (iii) a Security Agreement dated as of June 6, 2007 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**2007 Guaranty Security Agreement**") and (iv) a Mezzanine Loan and Security Agreement, dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**2007 Loan Agreement**"), and, together with the Credit Agreement, the 2005 Guaranty Security Agreement and the 2007 Guaranty Security Agreement, the "**Security Agreements**"), among the Grantor and the Lender and in order to obtain the benefits referred to therein, the Grantor has granted to the Lender a security interest in substantially all of its property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreements, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Lender agree as follows:

1. **Grant of Security.** Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "**Collateral**"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by Grantor to the Lender from time to time (the "**Trademarks**"); and

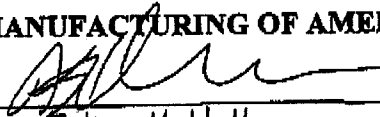
(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

ROL MANUFACTURING OF AMERICA INC.

By: _____


Name: Julian K. Haller
Title: President

Address for notices to Grantor:

3100 Camp Road
Oviedo, Florida 32765
Attention: Julian K. Haller
Facsimile: 407-365-9832

Signature Page
Intellectual Property Security Agreement

EXHIBIT A

REGISTERED MARKS

<u>MARK</u>	<u>U.S. REGISTRATION NUMBER</u>
AUTO POWER (with design)	1,438,548
COLDSEAL	1,483,036
MOUNTEC	2,780,272
OMEGA (with design)	1,355,344
Color Mark (White)	3,022,408
WHITESEAL TECHNOLOGY	2,911,545

UNREGISTERED MARKS

MARK

MOUNTEC™

In use since approximately 2001