

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
Walls Holding Company, Inc.		08/17/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	6th Floor, Attention: Courtney Jeans		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0838870	COMMANDER	
Registration Number:	0705266	FROST PROOF	
Registration Number:	1377385	WHISPER-LITE	
CORRESPONDENCE DATA			
Fax Number:	(512)305-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(512) 305-4883		
Email:	bkoepp@lockeliddell.com		
Correspondent Name:	Barbara Koepp		
Address Line 1:	100 Congress Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	013214.00045, RA 2147		
NAME OF SUBMITTER:	Barbara Koepp		

CH \$90.00 0838870

Signature:

/Barbara Koepp/

Date:

09/19/2007

Total Attachments: 7

source=Walls Holding 1291885#page1.tif

source=Walls Holding 1291885#page2.tif

source=Walls Holding 1291885#page3.tif

source=Walls Holding 1291885#page4.tif

source=Walls Holding 1291885#page5.tif

source=Walls Holding 1291885#page6.tif

source=Walls Holding 1291885#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of August 17, 2007, is by and between WALLS HOLDING COMPANY, INC., a Delaware corporation ("**Debtor**"), whose address is 1905 N. Main Street, Cleburne, Texas 76033, Attention: Chief Financial Officer, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 2200 Ross Avenue, 6th Floor, Dallas, Texas 75201, Attention: Courtney Jeans, in its capacity as agent (in such capacity, the "**Agent**"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "**Credit Agreement**") of even date herewith, by and among Walls Industries, Inc., Cleburne, Texas, a Delaware corporation ("**Borrower**"), each of the lenders which are signatories thereto or which may become a party thereto from time to time (individually, a "**Lender**" and, collectively, the "**Lenders**"), and Agent.

WHEREAS, Borrower, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Trademarks - Parent) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "**Security Agreement**"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "**Trademark**," and collectively called the "**Trademarks**"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a “**Trademark License**,” and collectively called the “**Trademark Licenses**”), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

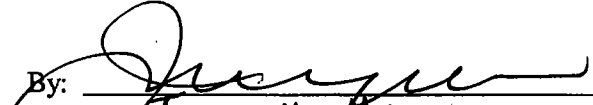
(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (BUT EXCLUDING THE CONFLICTS OF LAWS PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of August 17, 2007.

“Debtor”

WALLS HOLDING COMPANY, INC., a Delaware corporation

By: 
Name: JERRY M. MEYER
Title: CEO

“Agent”

JPMORGAN CHASE BANK, N.A., a national banking association, as Agent

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

*[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT
(WALLS HOLDING COMPANY, INC.)]*

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on August 17, 2007, by Jerry M. Meyer
CEO of Walls Holding Company, Inc., a Delaware corporation, on behalf of said corporation.



Marcia Ann Woods
Notary Public in and for the
State of Texas
Printed Name: MARCIA ANN WOODS
My Commission Expires: 11-20-10

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2007, by _____,
_____ of JPMorgan Chase Bank, N.A., a national banking association, as Agent.

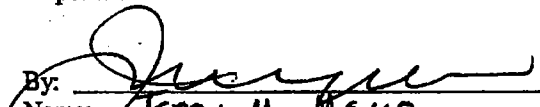
Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

**[ACKNOWLEDGEMENT PAGE(S) TO TRADEMARK SECURITY AGREEMENT
(WALLS HOLDING COMPANY, INC.)]**

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of August 17, 2007.

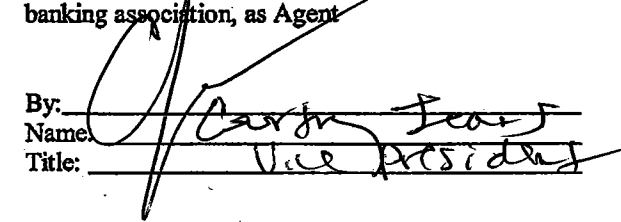
"Debtor"

WALLS HOLDING COMPANY, INC., a Delaware corporation

By: 
Name: Jerry M. Meyer
Title: CEO

"Agent"

JPMORGAN CHASE BANK, N.A., a national banking association, as Agent

By: 
Name: Carolyn Teas
Title: Vice President

Attachment:

Schedule 1 - Trademarks

**[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT
(WALLS HOLDING COMPANY, INC.)]**

**TRADEMARK
REEL: 003624 FRAME: 0027**

THE STATE OF Texas §

COUNTY OF Dallas §
§

This instrument was acknowledged before me on _____, 2007, by Jerry M. Meyer
CEO of Walls Holding Company, Inc., a Delaware corporation, on behalf of said
corporation.



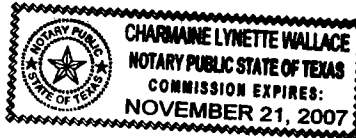
Marcia Ann Woods
Notary Public in and for the
State of Texas
Printed Name: Marcia Ann Woods
My Commission Expires: 11-20-10

THE STATE OF TEXAS §

COUNTY OF DALLAS §
§

V.P. This instrument was acknowledged before me on 8/16th, 2007, by Courtney Jeans,
of JPMorgan Chase Bank, N.A., a national banking association, as Agent.

Charmaine Lynette Wallace
Notary Public in and for the
State of _____
Printed Name: Charmaine Lynette Wallace
My Commission Expires: _____



[ACKNOWLEDGEMENT PAGE(S) TO TRADEMARK SECURITY AGREEMENT
(WALLS HOLDING COMPANY, INC.)]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Owner	Trademark	Classes	App No / App date	Reg No/ Reg Date	Statu s
Walls Holding Company, Inc ("Walls Holding")	COMMANDER	25		838,870 14-Nov- 1967	REG
Walls Holding	FROST PROOF	25		705,266 04-Oct- 1980	REG
Walls Holding	WHISPER-LITE	25		1,377,385 07-Jan- 1986	REG