

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Decorative Panels International, Inc.		11/19/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	299 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3114274	CARBON TECH	
Registration Number:	3017075	DPI DECORATIVE PANELS INTERNATIONAL	
Registration Number:	3641966	FASHION WALL	
Registration Number:	3073503	QUICKSEAM	
Registration Number:	3114275	SIGNATURE S2S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2494		
<b>Email:</b>	watt.wanapha@srz.com		
<b>Correspondent Name:</b>	W. Wanapha c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

**CH \$140.00 3114274**

ATTORNEY DOCKET NUMBER:	014951-0907
NAME OF SUBMITTER:	Watt Wanapha (014951-0907)
Signature:	/kc for ww/
Date:	11/23/2010
<b>Total Attachments: 6</b> source=Trademark Security Agreement for Decorative Panels International#page1.tif source=Trademark Security Agreement for Decorative Panels International#page2.tif source=Trademark Security Agreement for Decorative Panels International#page3.tif source=Trademark Security Agreement for Decorative Panels International#page4.tif source=Trademark Security Agreement for Decorative Panels International#page5.tif source=Trademark Security Agreement for Decorative Panels International#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of November, 2010, among the Grantor listed on the signature page hereof ("Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as a collateral agent for the Lender Group (in such capacity, together with its permitted successors and assigns, if any, "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ASD Holding Corp., a Delaware corporation ("ASD Holding"), the Grantor, AS America, Inc., a Delaware corporation ("AS America"), AS Logistics, Inc. ("AS Logistics") and together with AS America and the Grantor, each a "Borrower" and collectively, the "Borrowers"), ASD Plumbing Holdings, LLC, a Delaware limited liability company, Crane Plumbing Canada Holding Corp., a Delaware corporation, the lenders from time to time party thereto as Lenders ("Lenders"), and Ableco, as administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "Administrative Agent") and as Collateral Agent, the Lender Group made certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have become a party to that certain Security Agreement, dated as of April 15, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property, including any "intent to use" trademark applications until such time as a verified statement of use is filed with, and accepted

by, the United States Patent and Trademark Office or the applicable equivalent thereof) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, Collateral Agent shall promptly, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONFLICT. Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Collateral Agent hereunder, are subject in all respects to the provisions of the Split Lien Intercreditor Agreement. In the event of any conflict between the terms of the Split Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the Split Lien Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]





**ACCEPTED AND ACKNOWLEDGED BY:**

**ABLECO FINANCE LLC, as Collateral Agent**

By: \_\_\_\_\_  
Name: Daniel Wolf  
Title: President

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Date	Registration No./Date	Record Owner
US	CARBON TECH	19	78677957 7/25/2005	3114274 7/11/2006	Decorative Panels International, Inc.
US	DECORATIVE PANESL INTERNATIONAL and Design 	19	76612401 9/22/2004	3017075 11/22/2005	Decorative Panels International, Inc.
US	FASHION WALL Design 	19	77448280 4/15/2008	3641966 6/23/2009	Decorative Panels International, Inc.
US	QUICKSEAM	17	78602671 4/6/2005	3073503 3/28/2006	Decorative Panels International, Inc.
US	SIGNATURE S2S	19	78677969 7/25/2005	3114275 7/11/2006	Decorative Panels International, Inc.