

10-03-2000



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

4-6-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

**New**

**Resubmission (Non-Recordation)**  
Document ID #

**Correction of PTO Error**  
Reel #  Frame #

**Corrective Document**  
Reel #  Frame #

**Conveyance Type**

**Assignment**  **License**

**Security Agreement**  **Nunc Pro Tunc Assignment**

**Merger**  Effective Date  
Month Day Year

**Change of Name**

**Other**

**Conveying Party**

Mark if additional names of conveying parties attached

**Name**  **Execution Date**  
Month Day Year

**Formerly**

**Individual**  **General Partnership**  **Limited Partnership**  **Corporation**  **Association**

**Other**

**Citizenship/State of Incorporation/Organization**

**Receiving Party**

Mark if additional names of receiving parties attached

**Name**

**DBA/AKATA**

**Composed of**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**     
City State/Country Zip Code

**Individual**  **General Partnership**  **Limited Partnership**  **Association**

**Corporation**  **Association**

**Other**

**Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

04/27/2000 JJALLAH2 00000029 75695909

01 FC:481 40.00 OP

02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

**TRADEMARK**  
REEL: 002150 FRAME: 0963

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:  
FEDERAL RESEARCH CORP  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

*Stuart W. Rathje*

4/3/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK COLLATERAL AGREEMENT

This 23<sup>rd</sup> day of March, 2000, Diamond Home Services, Inc., a Delaware corporation ("*Assignor*") with its principal place of business and mailing address at 222 Church Street, Woodstock, Illinois 60098, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*Harris Bank*") with its mailing address at 111 West Monroe Street, Fourth Floor East, Chicago, Illinois 60603, acting as agent hereunder for the various lenders pursuant to that certain Credit Agreement dated as of April 20, 1998, among between the Assignor, Harris Bank, individually and as agent, LaSalle Bank National Association, Bank of America, N.A. and the other lenders from time to time party thereto (said Harris Bank acting as such agent and any successor or successors to Harris Bank acting in such capacity being hereinafter referred to as the "*Assignee*"), and grants to Assignee a continuing security interest in, the following property:

All right, title and interest in and to the trademarks, together with the good will of the business symbolized by the trademarks, and the registrations and applications for registration thereof, as indicated on Schedule A attached hereto and made a part hereof.

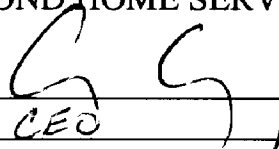
to secure performance of all Obligations identified and defined in that certain Security Agreement dated as of April 20, 1998 by and among Assignor, Assignee and certain affiliates of Assignor (the "*Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Nothing contained in this Trademark Collateral Agreement, nor the execution, delivery and recordation thereof, shall in any manner impair any security interests on liens heretofore created in favor Assignee or any rights or remedies of Assignee with respect to such security interests and liens.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

DIAMOND HOME SERVICES, INC.

By   
Its CEO  
C. Stephen Clagg  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

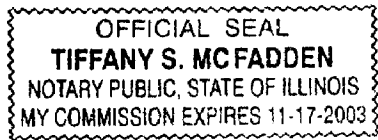
By \_\_\_\_\_  
Its Vice President  
\_\_\_\_\_  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Tiffany McFadden a Notary Public in and for said County, in the State aforesaid, do hereby certify that C. Stephen Clegg, CEO of Diamond Home Services, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27 day of March, 2000.

(NOTARIAL SEAL)



Tiffany McFadden  
Notary Public

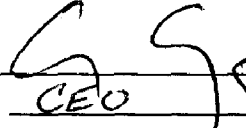
Tiffany McFadden  
(Type or Print Name)

My Commission Expires:

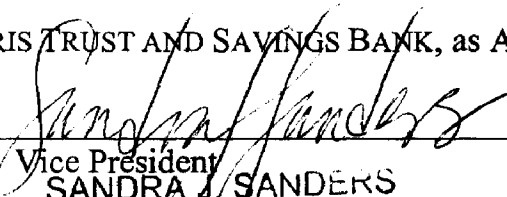
11-17-2003

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

DIAMOND HOME SERVICES, INC.

By   
Its CEO  
C. Stephen Clegg  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK, as Agent

By   
Its Vice President  
SANDRA SANDERS  
VICE PRESIDENT  
(Type or Print Name)

STATE OF ILLINOIS

)  
) SS  
)

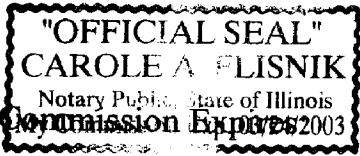
COUNTY OF COOK

I, CAROLE A. FLISNIK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SAWRA J SANDERS, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of March, 2000.

(NOTARIAL SEAL)

Carole A. Flisnik  
Notary Public



My

CAROLE A FLISNIK  
(Type or Print Name)

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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DIAMOND HOME SERVICES, INC. and design	USSN 75/695909	May 3, 1999
DIAMOND HOME SERVICES, INC.	USSN 75/695958	May 3, 1999
DIAMOND EXTERIORS, INC. and design	USSN 75/687886	April 14, 1999
DIAMOND SHIELD	USSN 75/534700	_____