

1.29.01

02-05-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

JAN 29 2001



101604703

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☒ Other GRANT OF SECURITY INTEREST (TRADEMARKS)

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)

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/02/2001 070411 00000250 1631290

01 FC:461 40.00 DP
02 FC:462 25.00 DP

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. 20231

**TRADEMARK
REEL: 002229 FRAME: 0238**

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 (212) 692-1975

Name

BRYAN CAVE LLP

Address (line 1)

SHARON ELWIN, LEGAL ASSISTANT

Address (line 2)

245 PARK AVENUE

Address (line 3)

NEW YORK, NY 10167-0034

Address (line 4)

Pages

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

#

5

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)

1631290	2117922	

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65

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.

LORI POTTS

Name of Person Signing



Signature

01/19/01

Date Signed

GRANT OF SECURITY INTEREST (TRADEMARKS)

EXTERIOR TECHNOLOGIES CORPORATION, a Texas corporation (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Collateral Agent (the "Collateral Agent"), and has entered into the Security Agreement as of December 22, 2000 (as the same may be amended, supplemented or otherwise modified, the "Security Agreement") with the Collateral Agent.

Pursuant to the Security Agreement, the Grantor granted to the Collateral Agent a security interest in all of the right, title and interest of the Grantor in and to (i) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule I, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (the "Trademarks"), and (ii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Collateral Agent, and grant to the Collateral Agent a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

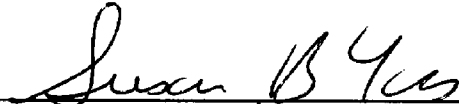
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all Obligations (as such term is defined in the Security Agreement), the Collateral Agent will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Trademarks.

The Collateral Agent's address is: 100 Church Street, 14th Floor, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its duly authorized officer as of the 22nd day of December, 2000.

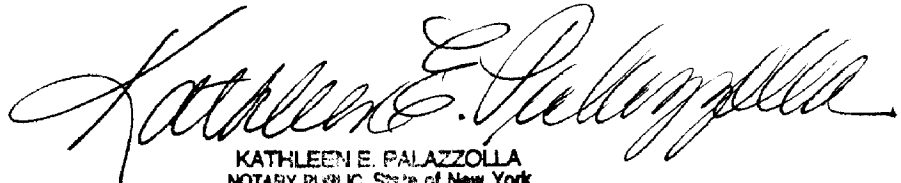
EXTERIOR TECHNOLOGIES CORPORATION

By: 
Name: Susan B. Vass
Title: Senior Vice President and Treasurer

STATE OF New York,
COUNTY OF New York ss.:

On this 22 day of Dec, 2000 before me personally came Susan Goss, to me known, who, being by me duly sworn, did depose and say that ~~he~~ she resides at 425 E. 58th St. NY; that ~~he~~ she is the SUPR ~~Treas.~~ of EXTERIOR TECHNOLOGIES CORPORATION, the corporation described in and which executed the above instrument, and that ~~he~~ she signed ~~his~~ her name thereto by order of the board of directors thereof.

Notary Public
[Notary's Stamp]


KATHLEEN E. PALAZZOLLA
NOTARY PUBLIC, State of New York
No. 43-4503546 Qual. in Rich. Co.
Certificate Filed in in New York County
Commission Expires Jan. 31, 2002

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of December 22, 2000

See the list attached hereto

.....
*
Trademarks For Owner: EXTERIOR TECHNOLOGIES CORP.
Date of Report: 15NO2000
.....
*

Trademark

M AND DESIGN

01791	USA	G	25NO1996	75/203559	02DE1997	2117922	02DE2007
02DE2007							
Attorney: JJW		Client/Division:		Agent: PO	Class & Type: IN	6	
Mark: M AND DESIGN					Goods: METALLIC VENT COVERS FOR ROOF DECK		
PROTRUSIONS							

MWELD

01732	USA	G	03AP1990	74/045446	15JA1991	1631290	15JA2001
15JA2001							
Attorney:		Client/Division:		Agent: PO	Class & Type: IN	6	
Mark: MWELD					Goods: METALLIC VENT COVERS FOR ROOF DECK		
PROTRUSIONS, METALLIC							