

1.29.01

02-05-2001

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



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101604700

RECEIVED
JAN 29 2001

**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 LL BUILDING PRODUCTS INC. Execution Date
Month Day Year
12 22 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE BANK OF NEW YORK, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 100 CHURCH STREET, 14TH FLOOR

Address (line 3) NEW YORK NEW YORK 10286
City State/Country Zip Code

- 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 NEW YORK

02/02/2001 610N11 00000247 75A55976

FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:402 50.00 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 Practices. 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: 0331

Domestic Representative Name and Address

Enter for the first Receiving Party only

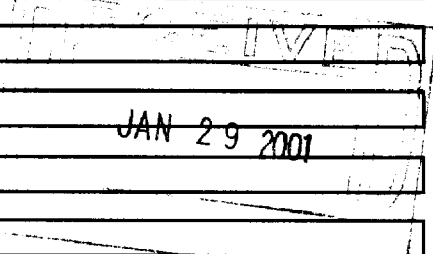
Name

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)

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)

<input type="text" value="75/855976"/>	<input type="text" value="75/898581"/>	<input type="text" value="76/024144"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

LORI POTTS

01/19/01

Name of Person Signing

Signature

Date Signed

GRANT OF SECURITY INTEREST (TRADEMARKS)

LL BUILDING PRODUCTS INC., a Delaware 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.

LL BUILDING PRODUCTS INC.

By: Susan B Yass

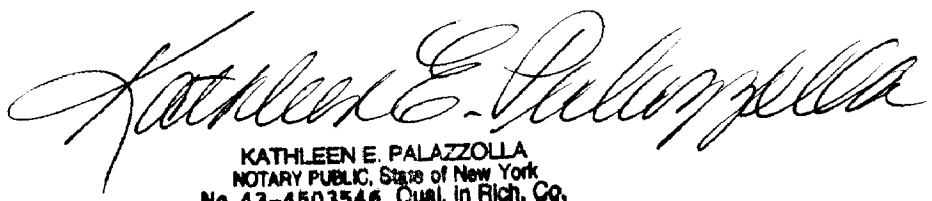
Name: Susan B. Yass

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 resides at 458 5th St. N.Y.; that he is the Supervisor of LL BUILDING PRODUCTS INC., the corporation described in and which executed the above instrument, and that he signed his name 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 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: LL BUILDING PRODUCTS INC.
Date of Report: 15NO2000

Trademark

DOO DADS
01914 USA F 12AP2000 76/024144
Attorney: Client/Division: Agent: WJD
Mark: DOO DADS
accessories, decorative wall hangings, plant hangers, garden
Class & Type: IN 6
Goods: wind chimes, decorative lawn and garden

DUCTHEAD DESIGN
01908 USA F 19JA2000 75/898581
Attorney: Client/Division: Agent: WJD
Mark: DUCTHEAD DESIGN
Class & Type: IN 16
Goods: CORPORATE NEWSLETTER

PLUG 'N COOL
01904 USA F 22NO1999 75/855976
Attorney: Client/Division: Agent: WJD
Mark: PLUG 'N COOL
INSTALLATION IN BUILDINGS
Class & Type: IN 7
Goods: POWER DRIVEN VENTILATION APPARATUS FOR

SHINGLE MATCH
01906 USA F 19NO1999 75/854591
Attorney: Client/Division: Agent: WJD
Mark: SHINGLE MATCH
BUILDINGS
Class & Type: IN 11
Goods: VENTILATION APPARATUS FOR INSTALLATION IN