

1-31-92

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101827340

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pizza Acquisition Partnership

08/27/01

- Individual(s)
- General Partnership
- Corporation
- Other:

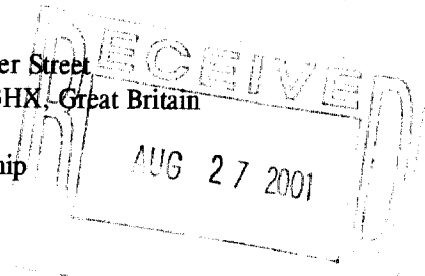
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Name: Royal Bank of Scotland PLC
Address: P.O. Box 450
1st Floor
5-10 Great Tower Street
London EC3P 3HX - Great Britain

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Scotland
- Other:



If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(s) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

- Merger
- Change of Name

Effective Date: July 13, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see SCHEDULE attached hereto

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan D. Reichman, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 24

7. Total fee (37 C.F.R. 3.41) \$615.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

DO NOT USE THIS SPACE

9. 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.

Jonathan D. Reichman

Name of Person Signing

Signature

August 17, 2001
Date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

ADDITIONAL NAMES OF CONVEYING PARTIES

Pizza Acquisition I LLC - a New York limited liability company

Pizza Acquisition II LLC - a New York limited liability company

Pizza Acquisition III LLC - a New York limited liability company

SCHEDULE

Trademark	Registration No./ Application No.	Registration Date/ Filing Date
4SEASONSOLAR.COM (stylized)	76/127,102	September 13, 2000
CURV-ALONG	1,312,351	January 1, 1985
DIGITALREMODELING	76/107,489	August 10, 2000
DIGITALREMODELING.COM	76/107,487	August 10, 2000
DIGITALREMODELING.COM & Design	76/107,488	August 10, 2000
FISHERSKYLIGHTS (stylized)	76/127,108	September 13, 2000
FOUR SEASONS	1,372,107	November 26, 1985
FOUR SEASONS & logo	1,585,675	March 6, 1990
FOUR SEASONS DESIGN AND REMODELING CENTERS	1,665,860	November 26, 1991
FOUR SEASONS GREENHOUSES & logo	1,401,197	July 15, 1986
FOUR SEASONS GREENHOUSES DESIGN & REMODELING CENTERS	1,392,366	May 6, 1986
FOUR SEASONS logo	1,236,354	May 3, 1983
FOUR-SEASONS- SUNROOMS.COM (stylized)	76/127,100	September 13, 2000
FOUR SEASONS SUNROOMS SOLAR GREENHOUSES SUNROOMS PATIO ROOMS SOLARIUMS WINDOWS DOORS SKYLIGHTS OUTDOOR LIVING...INDOORS & Design	1,907,045	July 25, 1995
FOURSEASONSSUNROOMS.CO M (stylized)	76/127,101	September 13, 2000

Trademark	Registration No./ Application No.	Registration Date/ Filing Date
OUTDOOR LIVING...INDOORS	1,830,597	April 12, 1994
POW-R-VENT	1,414,129	October 21, 1986
SUN COUNTRY	76/074,846	June 20, 2000
SUN SMART	1,687,148	May 12, 1992
SUNCOUNTRYENCLOSURES.COM M (stylized)	76/127,103	September 13, 2000
SUNCOUNTRYSUNROOMS (stylized)	76/127,104	September 13, 2000
SUNCOUNTRYSUNROOMS.COM (stylized)	76/127,122	September 13, 2000
SYSTEM 4	1,379,179	January 21, 1986
THE TUNNEL OF HEAT	1,538,172	May 9, 1989
WONDERGLASS	Not yet filed	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is entered into and effective this 13th day of July, 2001, and is by and between, on the one hand, PIZZA ACQUISITION PARTNERSHIP, a Delaware general partnership with a principal place of business at 5005 Veterans Memorial Highway, Holbrook, New York 11741, composed of EVER 1508 Limited (registered in England and Wales with registered number 04160095) and EVER 1509 Limited (registered in England and Wales with registered number 04160098) and deemed not to be a separate legal entity distinct from its partners, PIZZA ACQUISITION I LLC, a New York limited liability company with a principal place of business at 5005 Veterans Memorial Highway, Holbrook, New York 11741, PIZZA ACQUISITION II LLC, a New York limited liability company with a principal place of business at 5005 Veterans Memorial Highway, Holbrook, New York 11741, and PIZZA ACQUISITION III LLC, a New York limited liability company with a principal place of business at 5005 Veterans Memorial Highway, Holbrook, New York 11741 (collectively, the "Debtors"); and, on the other hand, ROYAL BANK OF SCOTLAND PLC, a Scotland corporation with a principal place of business at P.O. Box 450, 1st Floor, 5-10 Great Tower Street, London EC3P 3HX, Great Britain, as agent for the Finance Parties identified below (in that capacity, the "Agent").

WITNESSETH:

WHEREAS, Debtors, Ultraframe PLC, Agent and certain third parties (collectively, the "Finance Parties") are concurrently entering into a credit agreement dated on or about the date of this Agreement (the "Credit Agreement"); and

WHEREAS, as a condition precedent to the obligations of Agent and Finance Parties under the Credit Agreement, Debtors and Agent are concurrently entering into a security agreement dated on or about the date of this Agreement (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtors are granting a security interest in, inter alia, various intangible assets, including without limitation trademarks, service marks, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers (collectively, the "Trademarks"), and the goodwill of Debtors' business symbolized thereby and associated therewith; and

WHEREAS, Agent wishes to become a secured creditor with respect to the Trademarks, all pending applications therefor (the "Applications"), and all registrations issued thereon (the "Registrations"), in the United States and foreign countries, and with respect to the goodwill of Debtors' business symbolized by and associated with the Trademarks, Applications and Registrations, and Debtors agree to create in Agent a secured and protected interest in the Trademarks, Applications and Registrations, and the goodwill associated therewith,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors and Agent hereby agree as follows:

1. Debtors hereby grant to Agent, for the benefit of Finance Parties, on the terms and conditions set forth in the Security Agreement, and to secure Debtors' obligations secured under the Security Agreement, a first priority lien on and security interest in and to all of their right, title and interest in and to each of the Trademarks which are presently or in the future may be owned or used by Debtors in conducting their business, including, without limitation, the Trademarks specifically identified in Schedule "A" attached hereto; all common law rights therein (which, for purposes of this Agreement, shall be deemed incorporated by reference in and a part of the definition of Trademarks); all federal, state and foreign Applications and Registrations therefor, heretofore and hereafter granted, including, without limitation, those Applications and Registrations specifically identified in Schedule "B" attached hereto; and further including the goodwill of Debtors' business symbolized thereby and associated therewith.

2. This security interest has been granted in conjunction with the security interest granted to Agent under the Security Agreement for the benefit of Finance Parties.

3. Debtors do hereby further acknowledge and affirm that all rights and remedies of Agent under this Agreement are without prejudice to, and in addition and cumulative to, those set forth in the Security Agreement, all of the terms and provisions of which are hereby incorporated herein by this reference and made a part hereof. In the event that any provisions of this Agreement are deemed to conflict with any provisions of the Security Agreement, the provisions of the Security Agreement shall govern and control.

4. Upon occurrence of a default under the Security Agreement which is continuing, and upon Agent's request, Debtors agree to promptly execute and deliver an assignment or assignments to Agent of Debtors' entire right, title and interest in and to each of the Trademarks, Applications and Registrations then existing, including, without limitation, those listed in Schedules "A" and "B", along with the goodwill of Debtors' business symbolized thereby and associated therewith. Such assignment or assignments shall be executed by Debtors in a form and content prepared by Agent.

5. This Agreement or any provisions hereof may be changed, waived or terminated only in accordance with the amendment provisions of the Security Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first above written by its officer thereunder duly authorized.

SIGNATORIES

Debtors

PIZZA ACQUISITION PARTNERSHIP,
a Delaware general partnership that does not constitute a
legal entity distinct from its general partners

EVER 1508 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name: JAMES HENRY
Title: DIRECTOR

EVER 1509 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:

PIZZA ACQUISITION I LLC,
a New York limited liability company
By its sole member

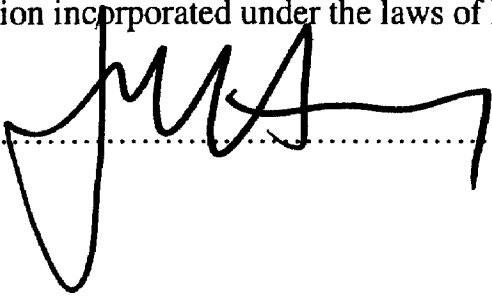
PIZZA ACQUISITION PARTNERSHIP,
a Delaware general partnership that does not constitute a
legal entity distinct from its general partners

EVER 1508 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:

EVER 1509 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:



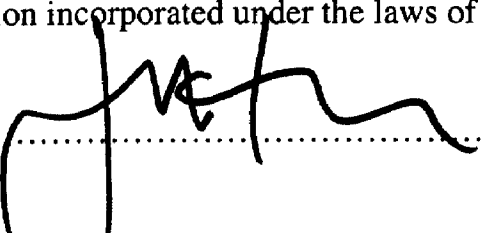
PIZZA ACQUISITION II LLC,
a New York limited liability company
By its sole member

PIZZA ACQUISITION I LLC,
a New York limited liability company
By its sole member

PIZZA ACQUISITION PARTNERSHIP,
a Delaware general partnership that does not constitute a
legal entity distinct from its general partners

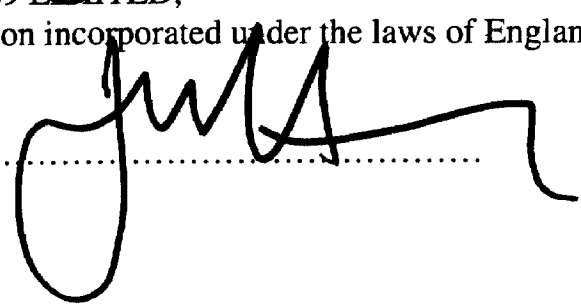
EVER 1508 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:



EVER 1509 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:



PIZZA ACQUISITION III LLC,
a New York limited liability company
By its sole member

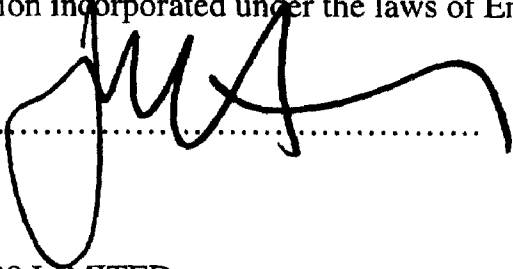
PIZZA ACQUISITION II LLC,
a New York limited liability company
By its sole member

PIZZA ACQUISITION I LLC,
a New York limited liability company
By its sole member

PIZZA ACQUISITION PARTNERSHIP,
a Delaware general partnership that does not constitute a
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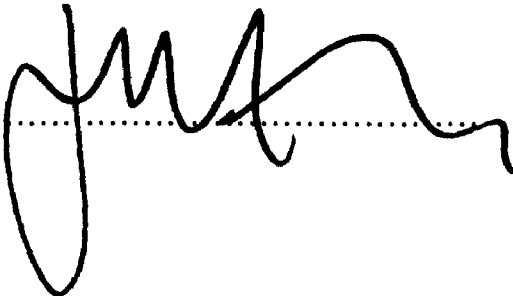
EVER 1508 LIMITED,
a corporation incorporated under the laws of England &
Wales

By:
Name:
Title:



EVER 1509 LIMITED,
a corporation incorporated under the laws of England &
Wales

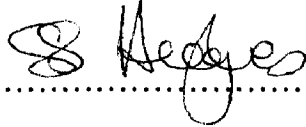
By:
Name:
Title:



Agent

ROYAL BANK OF SCOTLAND PLC, as Agent, for and on behalf of the Finance Parties

By:
Name:
Title:



SCHEDULE "A"

Trademark
FOUR SEASONS
FOUR SEASONS SOLAR PRODUCTS CORP.
FOUR SEASONS GREENHOUSE & LOGO
FOUR SEASONS GREENHOUSES WITH WORDS & LOGO
FOUR SEASONS LOGO
FOUR SEASONS SUNROOMS & LOGO
LES SERRE QUATRE AISONS & LOGO
LES SERRE QUATRE SAISONS PLUS WORD S & L LOGO
QUATRE SAISONS
4SEASONSOLAR.COM (STYLIZED)
CURV-ALONG
FISHERSKYLIGHTS (STYLIZED)
FOUR SEASONS & LOGO
FOUR SEASONS DESIGN & REMODELING CENTERS
FOUR SEASONS GREENHOUSES & LOGO
FOUR SEASONS GREENHOUSES WITH WORDS & LOGO
FOUR SEASONS PASSIVE SOLAR GREENHOUSE AND SUNSPACE CATALOGUE
FOUR-SEASONS-SUNROOMS.COM (STYLIZED)
FOUR SEASONS SUNROOMS & DEVICE W/MANY WORDS UNDERNEATH
FOURSEASONSSUNROOMS.COM
OUTDOOR LIVING...INDOORS
POW - R - VENT
SUN COUNTRY
SUN SMART
SUNCOUNTRYENCLOSURES.COM (STYLIZED)
SUNCOUNTRYSUNROOMS (STYLIZED)
SUNCOUNTRYSUNROOMS.COM (STYLIZED)
SYSTEM 4
THE TUNNEL OF HEAT
WONDERGLASS
DIGITALREMODELING
DIGITALREMODELING.COM
DIGITALREMODELING.COM & Design
FOUR SEASONS GREENHOUSES DESIGN & REMODELING CENTERS
FOUR SEASONS SUNROOMS SOLAR GREENHOUSES SUNROOMS PATIO ROOMS SOLARIUMS WINDOWS DOORS SKYLIGHTS OUTDOOR LIVING...INDOORS & Design
POW-R-VENT
SUN COUNTRY
SUN SMART
SUNCOUNTRYENCLOSURES.COM (stylized)
SUNCOUNTRYSUNROOMS (stylized)
SUNCOUNTRYSUNROOMS.COM (stylized)
SYSTEM 4
THE TUNNEL OF HEAT
WONDERGLASS

SCHEDULE "B"

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