

Form PTO-1594 (rev 3/1) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

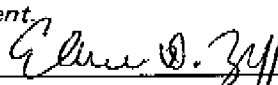
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>HUTTIG BUILDING PRODUCTS, INC.</b></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation <b>DELAWARE</b>  <input type="checkbox"/> Other -</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p><b>JP MORGAN CHASE BANK  C/O J. P. MORGAN BUSINESS  CREDIT CORPORATION  ONE CHASE SQUARE, CS-5,  ROCHESTER, NY, 14643</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other <b>NEW YORK BANKING CORPORATION</b></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>AUGUST 12, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s).  <b>75453449</b></p>	<p>B. Trademark Registration No(s).</p> <table border="0"> <tr> <td>766167</td> <td>2264012</td> <td>2221229</td> </tr> <tr> <td>2527041</td> <td>2372105</td> <td>2213955</td> </tr> <tr> <td>2361185</td> <td>2337666</td> <td>2253302</td> </tr> <tr> <td>1047702</td> <td>1150077</td> <td></td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	766167	2264012	2221229	2527041	2372105	2213955	2361185	2337666	2253302	1047702	1150077	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>Elaine D. Ziff, Esq.  SKADDEN, ARPS, SLATE, MEAGHER  &amp; FLOM LLP  Four Times Square  New York, New York 10036</b></p>	<p>6. Total number of applications/registrations involved: <b>12</b></p> <p>7. Total fee (37 CFR 3.41) <b>\$315</b></p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 139900/332)</p> <p>8. Deposit Account No. <b>19-2385</b></p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature.  <i>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.</i></p> <p><u>Elaine D. Ziff</u>  Name</p> <p><u></u>  Signature</p>	<p><u>August 14, 2002</u>  Date</p> <p>Total number of pages including cover sheet, attachments, and document: <b>14</b></p>
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 12, 2002, is entered into between Huttig Building Products, Inc., a Delaware corporation, located at 555 Maryville University Drive, St. Louis, MO, 63141 (the "Assignor"), and JP Morgan Chase Bank, a New York banking corporation, located at c/o J. P. Morgan Business Credit Corporation, One Chase Square, CS-5, Rochester, NY, 14643, as the Agent for the benefit of the Secured Parties (the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security and Pledge Agreement.

WHEREAS, pursuant to the Security and Pledge Agreement, dated as of August 9, 2002, between Assignor, among other grantors, and Assignee (the "Security and Pledge Agreement"), Assignor is granting to Assignee a security interest and continuing lien on all of Assignor's right, title and interest in, to and under certain collateral, including the Trademarks (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

### 1. Grant of Security Interest

A. Assignor hereby grants to the Assignee a security interest and continuing lien on all of Assignor's right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and the proceeds, products, accessions, rents and products of or in respect of any Trademarks. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time) but excluding intent to use applications unless and until statements of use or amendments to allege use are filed with respect to such applications, (ii) the goodwill of the business symbolized thereby, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof.

B. The security interest granted hereby is granted in conjunction with the security interest and continuing lien granted to the Assignee under the Security and Pledge Agreement, which is deemed incorporated by reference herein. The rights and remedies of the Assignee with respect to the security interest and continuing lien granted hereby are in addition to those rights and remedies set forth in the Security and Pledge Agreement and the other loan documents, and those rights and remedies which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights or remedies provided for in this Agreement, the Security and Pledge Agreement, the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights or remedies.

## 2. Modification of Agreement

Neither this Agreement, nor any provision hereof may be amended, modified, waived, or terminated, except in accordance with the "Amendments and Waivers" provisions of the Security and Pledge Agreement. Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto in order to add any right, title, or interest in any Trademarks owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto, as may be required by the Assignee from time to time, to subject any such owned or subsequently-acquired right, title, or interest in any Trademarks to the security interest and continuing liens and perfection created or contemplated hereby, or by the Security and Pledge Agreement.

## 3. Termination of Agreement

Upon the payment in full of all Secured Obligations, the cancellation or termination of the commitments and any other contingent obligation included in the Secured Obligations and the termination of the Credit Agreement, the security interest and continuing lien granted hereby shall terminate hereunder and all rights to the Trademarks shall revert and be deemed reassigned to the Assignor. Upon any such termination, the Assignee shall, at the Assignor's request and expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination, reversions and/or reassignment, without recourse, representation, or warranty of any kind.

## 4. Governing Law

**PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE WHOLE OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS-OF-LAWS RULES WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.**


5. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

HUTTIG BUILDING PRODUCTS, INC.,  
as the Assignor

By:   
Name: Thomas S. McHugh  
Title: Chief Financial Officer

JPMORGAN CHASE BANK, as Agent,  
as the Assignee

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

HUTTIG BUILDING PRODUCTS, INC.,  
as the Assignor

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, as Agent,  
as the Assignee

By:   
Name: James L. Sloan  
Title: Vice President



TRADEMARK SECURITY AGREEMENT

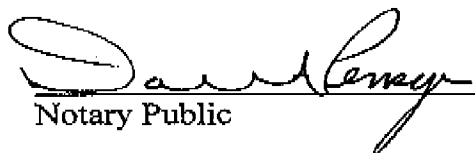
STATE OF NEW YORK )  
                          ) *monroe*  
COUNTY OF ~~NEW YORK~~ )

ss:

I, a notary public in and for the county and state aforesaid, do hereby certify that James L Sloan, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, of JPMorgan Chase Bank, appeared before me in person and acknowledged that (s)he signed the within instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand as notarial seal this 12 day of August, 2002.

(NOTARIAL STAMP OR SEAL)

  
Notary Public

My Commission Expires:

**DALE A. PENSGEN**  
Notary Public in the State of New York  
MONROE COUNTY, N. Y.  
Commission Expires Feb. 6, 2006





SCHEDULE A  
TO TRADEMARK  
SECURITY AGREEMENT



TRADEMARKS


376971.04-New York SSA

SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT


U.S. Trademarks owned by Huttig Building Products, Inc.

Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Class & Goods/Services
US	ARMA-SEAL AND DESIGN 	Registered	72/153566	20-Sep-62	766167	10-Mar-64	19/Window units
US	BUILDER RESOURCE AND LOGO 	Registered	76/083436	06-Jul-00	2527041	08-Jan-02	35/Wholesale distributorships featuring windows, doors, lumber and related millwork products used as building materials
US	EAGLE GRIP	Pending	75/453449	19-Mar-98			1/Adhesives for use in construction

US	EAGLE GRIP AND DESIGN	Registered	75/453416	19-Mar-98	2361185	06-27-00	6/ Metal screws
US		Registered	75/295389	21-May-97	2264012	27-Jul-99	19/ Millwork, exclusive of cabinets, non-metal windows, non-metal doors
	HUTTIG (STYLIZED)						

Juris- diction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Class & Goods/Services
US	HUTTIG BUILDING PRODUCTS	Registered	75/555909	21-Sep-98	2372105	01-Aug-00	35/Distributorships featuring windows, doors and related millwork products used as building materials
US	HUTTIG BUILDING PRODUCTS AND DESIGN	Registered	75/555908	21-Sep-98	2337666	04-Apr-00	6/Metal doors 19/Millwork, exclusive of cabinets; non-metal windows; and non-metal doors 35/Distributorships featuring windows, doors and related millwork products used as building materials
US	HUTTIG (STYLIZED) Label 	Registered	75/295386	21-May-97	2221229	02-Feb-99	19/Millwork, exclusive of cabinets; non-metal windows; non-metal doors
US	HUTTIG SASH &	Registered	75/295388	21-May-97	2213955	29-Dec-98	35/Retail store services

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<p>DOOR COMPANY</p>						<p>featuring windows, doors and related millwork products used in building materials; 37/ installation and maintenance of windows, doors and related millwork products used as building materials</p>
<p>US MISCELLANEOUS DESIGN (EAGLE)</p> 	<p>Registered</p>	<p>75/453415</p>	<p>19-Mar-98</p>	<p>2253302</p>	<p>15-Jun-99</p>	<p>1/Adhesives for use in construction</p>

Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Class & Goods/Services
US	PGL	Registered	73/073841	09-Jan-76	1047702	07-Sep-76	19/ Construction materials- namely, doors, gypsum wallboard; lumber; building paper, roofing paper, shingles, shakes, pressed fiberboard panels, plastic wall panels, particleboard and fabricated chimneys
US	PGL	Registered	73/211633	16-Apr-79	1150077	31-Mar-81	42/ Building materials distribution services

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TRADEMARK