

08-05-2002



102177902  
**RECORDATION UNIT**  
**TRADEMARKS ONLY**

JUL 30 2002

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 # 002512 Frame # 0003

7-30-02

**Conveyance Type**

- Assignment
  - Security Agreement
  - Merger
  - Change of Name
  - Other a corrective amendment to correct Brief in the previously recorded assignment to read: "First Amendment to Patent, Trademark and License Mortgage" on Reel/Frame 002512/0003
  - License
  - Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year  
03 / 21 / 2002

**Conveying Party**

Mark if additional names of conveying parties attached

Name Amcraft Building Products Co., Inc. Effective Date  
Month Day Year  
03 / 21 / 2002

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 Bank of America, National Association

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 901 Main Street, 6<sup>th</sup> Floor

Address (line 2) \_\_\_\_\_

Address (line 3) Dallas Texas 75202  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization national banking association

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.)

08/05/2002 6TON11 00000160 75357755

01 FC:481 40.00 DU  
02 FC:482 275.00 OP

**FOR OFFICE USE ONLY**

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: 002556 FRAME: 0267**

**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 214/855-4775

Name Andrea Walker  
Address (line 1) Jenkins & Gilchrist, A Professional Corporation  
Address (line 2) 1445 Ross Avenue, Suite 3200  
Address (line 3) Dallas, Texas 75202-2799  
Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 8

**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)**

75/357,755 78/103,901  
\_\_\_\_\_  
\_\_\_\_\_

2,096,349 2,476,935 2,528,575  
1,939,683 2,427,389 2,469,602  
2,118,705 2,498,706  
2,266,107 2,536,947

**Number of Properties**

Enter the total number of properties involved. # 12

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$315.00

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: # 10-0447

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.

Andrea Walker  
Name of Person Signing

Andrea Walker  
Signature

July 30, 2002  
Date Signed

OFFICE OF PUBLIC RECORDS

2002 MAY 15 11:11:05

RECC

TRADEMARKS ONLY



FINANCE SECTION

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

**Submission Type**

- New **5-15-02**
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
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Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

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  - Other First Amendment to Patent, Trademark and License Agreement
  - License
  - Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year  
03 / 21 / 2002

**Conveying Party**

Mark if additional names of conveying parties attached

Name Amcraft Building Products Co., Inc.

Effective Date  
Month Day Year  
03 / 21 / 2002

Formerly \_\_\_\_\_

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- Limited Partnership
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05/22/2002 TDIAZ1 00000145 75357735

- 01 FC:441  
02 FO:482
- Individual
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- Corporation
- Association
- Other \_\_\_\_\_
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Address (line 2) \_\_\_\_\_  
Address (line 3) \_\_\_\_\_  
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Trademark Application Number(s)	Registration Number(s)	
<del>75/357,755</del> <u>78/103,901</u>	<u>2,096,349</u>	<u>2,476,935</u> <u>2,528,575</u>
_____	<u>1,939,683</u>	<u>2,427,389</u> <u>2,469,602</u>
_____	<u>2,118,705</u>	<u>2,498,706</u>
_____	<u>2,266,107</u>	<u>2,536,947</u>

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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.

Andrea Walker  
Name of Person Signing

Andrea Walker  
Signature

May 15, 2002  
Date Signed

FIRST AMENDMENT  
to  
PATENT, TRADEMARK AND LICENSE MORTGAGE

This First Amendment to Patent, Trademark and License Mortgage (this "Amendment"), effective as of March 21, 2002 (the "Effective Date"), is entered into between Amcraft Building Products Co., Inc., a Delaware corporation (the "Mortgagor"), and Bank of America, National Association (successor in interest by merger to NationsBank, N.A.) (the "Mortgagee").

W I T N E S S E T H

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain (a) Patent, Trademark and License Mortgage dated as of May 12, 1998, filed in the trademark records of the United States Patent and Trademark Office (as such agreement may be amended or modified from time to time, the "Mortgage") and (b) Amended and Restated Security Agreement dated March 21, 2001 (as the "Security Agreement"; all capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Security Agreement);

WHEREAS, the Mortgage secures certain obligations and indebtedness of American Builders & Contractors Supply Co., Inc. (the "Borrower") arising under the certain Third Amended and Restated Loan and Security Agreement, dated as of the date hereof, among the Borrower, certain lenders from time to time party thereto (the "Lenders") and Mortgagee, as Agent for the Lenders (as such agreement may be amended or modified from time to time, the "Loan Agreement");

WHEREAS, the Mortgagor and the Agent have agreed to amend the Mortgage as provided hereinbelow;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Amendment to Certain Defined Terms. The following defined terms used in the Mortgage hereby are amended as follows:

(a) Any and all references in the Mortgage to the "Mortgagee" shall be deemed to mean Bank of America, National Association, successor in interest by merger to NationsBank, N.A., in its capacity as the Agent under the Loan and Security Agreement.

(b) Any and all references in the Mortgage to the "Loan and Security Agreement" shall be deemed to mean the Third Amended and Restated Loan and Security Agreement, dated March 21, 2002, among the Borrower, the Agent, American National Bank and Trust Company of Chicago, as co-agent, and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time).

2. Amendment to Exhibit B. Exhibit B is amended and restated in its entirety as set forth on Exhibit B attached hereto.

3. Representations and Warranties of Mortgagor. The Mortgagor hereby represents and warrants that as of the date of this Amendment the representations and warranties of the Mortgagor contained in the Mortgage are true and correct on and as of the date hereof to the same extent as though made on and as of the date hereof (except to the extent any such representations or warranties relate to a specific date), and all Exhibits attached to the Mortgage remain true, correct and complete.

4. Reference to and Effect on the Mortgage. Except as expressly provided herein, the Mortgage shall remain unmodified and in full force and effect and is hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver or forbearance of (a) any right, power or remedy of the Mortgagee or the Lenders under the Mortgage, or (b) any Default or Event of Default. This Amendment shall constitute a Financing Agreement. All references in any of the Financing Agreements, other than this Amendment, to the Mortgage shall be deemed to refer to the Mortgage as modified by this Amendment.

5. Fees, Costs and Expenses. The Mortgagor agrees to pay on demand all costs and expenses of the Lenders and the Mortgagee in connection with the preparation, execution, delivery and filing of this Amendment, including the fees and out-of-pocket expenses of counsel for the Lenders and the Mortgagee with respect thereto.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto as separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one and the same agreement.

7. Effectiveness. This Amendment shall be deemed effective as of the Effective Date specified in the preamble upon execution by the Mortgagor and the Mortgagee

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

AMCRAFT BUILDING PRODUCTS CO., INC.

ATTEST:

By: Mark Stelso  
Name: Mark Stelso  
Title: Treasury Manager

By: Kendra A. Story  
Name: Kendra A. Story C.F.O.  
Title: \_\_\_\_\_

BANK OF AMERICA, NATIONAL  
ASSOCIATION (successor in interest by merger to  
NationsBank, N.A.), as Mortgagee and Agent for  
the Lenders

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

Address for Notice:

231 S. La Salle Street, 16<sup>th</sup> Floor  
Mail Code IL1-231-16-33  
Chicago, Illinois 60697  
Attention: Business Credit/URGENT

STATE OF Wz §

COUNTY OF Rock §

Subscribed and sworn to before me, the undersigned notary public, on the 21 day of March, 2002, by Garden A. Story, the CFO of Amcraft Building Products Co., Inc., a Delaware corporation, for and on behalf of said corporation.

[SEAL]

*(Signature)*  
Notary Public in and for  
The State of Wz

My Commission Expires: 4-10-05

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Subscribed and sworn to before me, the undersigned notary public, on the \_\_\_ day of March, 2002, by \_\_\_\_\_, the \_\_\_\_\_ of Bank of America, National Association, a national banking association, for and on behalf of said banking association.

[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

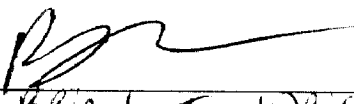
AMCRAFT BUILDING PRODUCTS CO., INC.

ATTEST:

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

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

BANK OF AMERICA, NATIONAL  
ASSOCIATION (successor in interest by merger to  
NationsBank, N.A.), as Mortgagee and Agent for  
the Lenders

By:   
Name: BRIAN J. IORIGETTI  
Title: VP

Address for Notice:

231 S. La Salle Street, 16<sup>th</sup> Floor  
Mail Code IL1-231-16-33  
Chicago, Illinois 60697  
Attention: Business Credit/URGENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

Subscribed and sworn to before me, the undersigned notary public, on the \_\_\_ day of March, 2002, by \_\_\_\_\_, the \_\_\_\_\_ of Amcraft Building Products Co., Inc., a Delaware corporation, for and on behalf of said corporation.

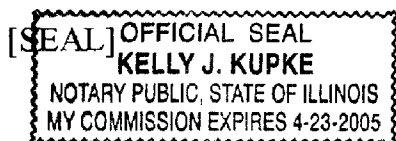
[SEAL]

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF IL §  
  §  
COUNTY OF Cook §

Subscribed and sworn to before me, the undersigned notary public, on the 23 day of March, 2002, by BRIAN WRIGHT, the SENIOR VICE PRESIDENT of Bank of America, National Association, a national banking association, for and on behalf of said banking association.



Kelly J. Kupke  
\_\_\_\_\_  
Notary Public in and for  
The State of Illinois

My Commission Expires: 4-23-2005

## EXHIBIT B

### Trademarks and Trademark Registrations

(All are U.S. Trademarks registered on Principal Register unless otherwise noted)

<u>Mark</u>	<u>Serial/ Filing/ Reg. No.</u>	<u>Reg. Date</u>	<u>Notes</u>
Amcraft (stylized in color)	2,096,349	9/16/1997	
Timber Select	1,939,683	12/5/1995	
Regency Wood Series	2,118,705	12/09/1997	
Landmark	2,266,107	8/03/1999	
Riverwood	2476935	8/14/01	
Thunder Bay	2,427,389	2/6/01	
Storm-Tite	2498706	10/16/01	
Grand Horizons	2,536,947	2/5/02	
Proguard	75,357,755	9/26/1997	Application-has not registered
Slate Dimensions	2528575	1/8/02	
Amtech Certified	2469602	7/17/01	
River Canyon	78103901	1/2/02	Application-has not registered

### Unregistered Trademarks

Williamsburg Colonial Beaded

Ultra

POLAND TRADEMARK REGISTRATIONS

Reg. No.

Reg. Date

Amcraft (word)

115,486

10/31/1996

Amcraft (design/stylized)

115,437

10/31/1996