

AUG 30 2002

09-04-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102211066

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

1. Name of conveying party(ies):  
**Heartland Building Products, Inc.**  
  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_ *08-30-02*  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **PNC Bank, National Association**  
Internal  
Address: **One PNC Plaza, 6th Floor**  
  
Street Address: **249 Fifth Avenue**  
City: **Pittsburg** State: **PA** Zip: **15222**  
  
 Individual(s) citizenship \_\_\_\_\_  
 Association **National Banking Association**  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_  
Execution Date: **June 13, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
**76/237,368**  
  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
**2,262,458**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Monica S. Verma, Esq.**  
  
Internal Address: **Baker & Hostetler LLP**  
**3200 National City Center**  
  
Street Address: **1900 East 9th Street**  
  
City: **Cleveland** State: **OH** Zip: **44114**

6. Total number of applications and registrations involved: ..... **24**  
  
7. Total fee (37 CFR 3.41).....\$ **615**  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit account number:  
**02-0396**

DO NOT USE THIS SPACE

9. Signature.  
  
**Monica S. Verma**                      *[Signature]*                      **08/27/02**  
Name of Person Signing                      Signature                      Date  
  
Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002575 FRAME: 0063

<b>ADDITIONAL TRADEMARK NUMBERS</b>
1,417,464
1,417,463
1,494,270
1,447,504
1,494,267
2,124,818
2,009,046
1,682,958
2,019,930
1,954,098
1,974,516
2,088,503
2,009,005
2,010,865
2,008,982
2,579,099
2,553,060
2,419,549
2,527,822
2,419,548
75/385,218
2,474,181
2,491,368
2,472,575

## TRADEMARK COLLATERAL SECURITY AGREEMENT

1. As used herein:

1.1. "Agent" means PNC Bank, National Association, as Agent under the Credit Agreement.

1.2. "Borrower" means, collectively, Jancor Companies, Inc., a Delaware corporation, Heartland Building Products Inc., a Delaware corporation, Kensington Windows Inc., a Delaware corporation, Outdoor Technologies Inc., a Delaware corporation and Survivor Technologies, Inc., a New Jersey corporation.

1.3. "Collateral" means all trademarks, registered or unregistered, of Pledgor, including but not limited to those listed on Exhibit A hereto; and all variations thereof, and whether now or hereafter existing and whether designated as a trade name, trademark or service mark, all modifications thereto, all applications therefore, if any, all proceeds thereof (including license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto, and the good will of each business to which they relate.

1.4. "Credit Agreement" means the Revolving Credit, Term Loan and Security Agreement, dated June 13, 2002, among Borrower, Agent and the financial institutions which are now or which may hereafter become a party to the Credit Agreement (the "Lenders"), as amended, pursuant to which Agent and the Lenders have established revolving credit and term loan facilities, together with every future supplement or other amendment, if any, to that agreement.

1.5. "Event of Default" means an "Event of Default" (as defined in the Credit Agreement) or a breach of or default under this Agreement, which has not been waived or cured (if applicable).

1.6. "Pledgor" means Heartland Building Products Inc., a Delaware corporation.

1.7. Capitalized terms used in this Security Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Pledgor requests that Lenders grant loans to Borrower pursuant to the Credit Agreement and to grant such other financial accommodations to Borrower as Borrower may from time to time request and as Agent in each case may be willing to grant. In consideration thereof and for other valuable considerations, Pledgor hereby grants Agent a security interest in, the Collateral as security for Borrower's Obligations to Lenders.

3. Pledgor represents and warrants to Agent as follows:

3.1. Pledgor owns all right, title and interest in and to the Collateral and holds the Collateral free from any equity, security interest, lien or restriction whatever and no one else (other than Agent by reason of this Security Agreement) has, or to Pledgor's knowledge claims

to have, any right, title or interest of any kind in or to the Collateral, except as permitted by the Credit Agreement.

3.2. The Collateral which consists of the registered trademarks on Exhibit A has been duly issued and is registered and subsisting and has not been adjudged invalid or unenforceable and, to the best of Pledgor's knowledge, such Collateral is valid and enforceable.

3.3. The security interest herein conferred upon Agent constitutes the first and paramount lien upon the Collateral and, as of the date hereof, no claim has been made that the use of any of the trademarks does or may violate the rights of any third person.

3.4. To the extent necessary for the conduct of its business, Pledgor has used proper statutory notice in connection with its use of the Collateral and has used consistent standards of quality in its manufacture and/or distribution or other treatment of products sold relating to or under the Collateral.

4. Pledgor has and will comply in all respects with all trademark marks requirements specified by 15 U.S.C. §1111, except where the failure would not have a Material Adverse Effect. Pledgor covenants and agrees with Agent to use proper statutory notice in connection with the Collateral and to use consistent standards of quality in its distribution or other treatment of products, and commensurate with acceptable industry standards, sold under or relating to the Collateral.

5. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license of, the Collateral, without Agent's prior written consent, which consent will not be unreasonably withheld. Absent such prior written consent, any attempted sale or license is null and void.

6. Pledgor will indemnify Agent and each Lender and hold it harmless against third parties for any cause of action, loss, liability, or expense arising from or relating to the Collateral, except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of the party being indemnified.

7. Pledgor irrevocably authorizes and empowers Agent, upon an Event of Default, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, or any interest which the Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses actually incurred by Agent (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of Borrower shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is waived and released.

8. At such time as Borrower shall completely pay all of the Obligations, this Agreement shall terminate and Agent shall release its lien hereunder and execute and deliver to Pledgor all

instruments as may be necessary or proper to evidence such release, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and expenses incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations.

10. Pledgor shall have the duty to prosecute diligently any Collateral applications of the Collateral pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Collateral, to file and prosecute opposition and cancellation proceedings, to file for renewals, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral to the extent such Collateral is necessary to Pledgor's business. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. The Pledgor shall not abandon any Collateral which is necessary to Pledgor's business.

11. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorney's fees, incurred by Agent in the fulfillment of the provisions of this section.

12. Upon an Event of Default, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Pledgor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Pledgor fails to comply with any of its obligations hereunder, Agent may do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Pledgor will execute any agreements deemed reasonably necessary by Agent to secure or perfect Agent's claim to or interest in the Collateral, in whole or part.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power

or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies specified or referred to in this Agreement are in addition to any other rights and remedies that Agent may otherwise have or acquire by operation of law, by other contract or otherwise. The provisions of this Agreement, and the respective rights and duties of Pledgor and Agent hereunder, shall be interpreted and determined in accordance with the law of the State of Ohio, without regard to principles of conflict of laws. If at any time one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.


17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

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18. PLEDGOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY PLEDGOR TO BANK OR LENDERS.

Executed and delivered at Cleveland, Ohio as of the 13<sup>th</sup> day of June, 2002.

HEARTLAND BUILDING PRODUCTS INC.

By:   
Name: Branch J. Springer  
Title: VP Chief Financial Officer

**EXHIBIT A**  
**TRADEMARKS**

TRADEMARK	TRADEMARK NUMBER
HEART TECH	2,262,458
HEARTLAND	1,417,464
HEARTLAND MANOR	1,417,463
HEARTLAND SPRINGFIELD	1,494,270
HEARTLAND TRADITIONAL	1,447,504
HEARTLAND TRIPLE EAGLE	1,494,267
AUTUMNWOOD COLLECTION	2,124,818
NATURAL BLEND	2,009,046
HOME DESIGN BUILDING PRODUCTS	1,682,958
COLOR-KEEPER	2,019,930
SPX-2000 UV BLOCKER	1,954,098
SPX-2000 UV BLOCKER (Stylized)	1,974,516
SUPREME-GARD	2,088,503
THE SATIN ENSEMBLE AN INFINITY OF COLOR OPTIONS FOR NOW AND THE FUTURE (Stylized)	2,009,005
THE SATIN ENSEMBLE	2,010,865
AUTHORIZED SELECT	2,008,982
ARBOR GLEN	2,579,099
CEDAR PEAKS	2,553,060
TRAFALGAR SQUARE	2,419,549
CEDAR ELITE	2,527,822
AMERICAN SPIRIT	2,419,548
HEARTLAND	75/385,218



CEDARBROOK	2,474,181
WINDSHADOW	76/237,368
DUOSHIELD	2,491,368
HEARTLAND	2,472,575

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