



11-08-2002

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Form PTO-1594 RI  
(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

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

1. Name of conveying party(ies):

Texas Aluminum Industries, Inc. 11-6-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Texas
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 31, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 335 Madison Ave., 6h Floor

City: New York State: NY Zip: 10017

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

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

A. Trademark Application No.(s)  
see attached

B. Trademark Registration No.(s)  
see attached

Additional number(s) attached  Yes  No

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

Name: S. Roxanne Edwards

Internal Address: \_\_\_\_\_

11/08/2002 TBIAZ1 00000012 76064820

40.00 DP  
700.00 DP

Street Address: 1201 Main Street

P.O. Box 50784

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Winstead: 23-2426

(Attach duplicate copy of this page if paying by deposit account)

**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.

S. Roxanne Edwards  
Name of Person Signing

Signature

11/5/02  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

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11/1/02  
9766-899

**TRADEMARK**  
**REEL: 002613 FRAME: 0518**

**FEDERAL TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Filing Date</b>
ZENITH	76/064,820	6/6/00
LARGO LATTICE	76/026,645	4/14/00
HERCULES	76/026,640	4/14/00
ATLAS	76/026,314	4/14/00
CLASSIC LATTICE	76/027,551	4/14/00
HORIZON	76/027,550	4/14/00
SUNSET	76/026,642	4/14/00
ULTRA- RAIL	76/026,004	4/14/00
HOME- SMART	75/873,267	12/16/99
PINNACLE	75/592,153	11/19/98
ECLIPSE	75/592,152	11/19/98
<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
TAI	2,422,541	6/22/98
TAI	2,342,404	4/18/00
SPECTRUM	2,278,850	11/21/97
SOLAR III	2,165,567	6/16/98
DAYSTAR	1,859,445	10/25/94
SUNDANCE	1,833,647	5/3/94
SUNQUEST	1,945,586	1/2/96
PARAGON	1,994,620	8/20/96
EXCEL	2,022,729	12/17/96
STARLIGHT	1,803,742	11/9/93
HERITAGE	1,706,248	8/11/92
REGAL	1,783,215	7/20/93
CATALINA	1,802,546	11/2/93
SHA-DALL	1,470,419	12/29/87
PANEL- VIEW	1,140,214	10/7/80
SCOTTI SKIRT	986,743	6/25/74
"THE WESTERN ROOM"	970,513	10/16/73
PATTI- PORT	656,987	1/14/58

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9766-899 11/05/2002

**TRADEMARK SECURITY AGREEMENT**  
(Texas Aluminum Industries, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of October 31, 2002 is between TEXAS ALUMINUM INDUSTRIES, INC., a Texas corporation (the "Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Loan and Security Agreement described hereinbelow, and is executed pursuant to that certain Loan and Security Agreement dated as of October 31, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement") among the Debtor, each of the other Borrowers, the Lenders party thereto, and the Secured Party (all capitalized terms used herein shall have the respective meanings therefor as specified in the Loan and Security Agreement unless otherwise defined in this Agreement).

**Recitals:**

A. Pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), other than, in each case, any Excluded Assets, whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the

"Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan and Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but which, together, will constitute one and the same agreement.

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

DEBTOR:

TEXAS ALUMINUM INDUSTRIES, INC.

By: Terry L. Freeman  
Terry L. Freeman, Vice President

SECURED PARTY:

BANK OF AMERICA, NATIONAL  
ASSOCIATION, as Agent

By: Richard Levenson  
Name: RICHARD LEVENSON  
Title: SVP

Schedule 1  
to  
Trademark Security Agreement

**FEDERAL TRADEMARKS**

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing/Registration Date</b>	<b>Goods</b>
Texas Aluminum Industries, Inc.	United States of America	ZENITH	76/064,820	6/6/00	Metal modular components for home improvements, namely for the construction of sunrooms comprised of metal extrusions and insulated metal panels, sold as a kit; non-metal modular components for home improvements, namely for the construction of sunrooms comprised of glass window and door panels, and non-metal insulated wall and roof panels, sold as a kit.
Texas Aluminum Industries, Inc.	United States of America	LARGO LATTICE	76/026,645	4/14/00	Over-head metal lattice sections used as a shade structure or pergola.
Texas Aluminum Industries, Inc.	United States of America	HERCULES	76/026,640	4/14/00	Metal roofing panels used as an overhead canopy system, namely for use as a car port cover and/or patio cover.
Texas Aluminum Industries, Inc.	United States of America	ATLAS	76/026,314	4/14/00	Metal roofing panels used as an overhead canopy system, namely for use as a car port cover and/or patio cover.
Texas Aluminum Industries, Inc.	United States of America	CLASSIC LATTICE	76/027,551	4/14/00	Over-head metal lattice sections used as a shade structure or pergola.

Texas Aluminum Industries, Inc.	United States of America	HORIZON	76/027,550	4/14/00	Metal modular components for home improvements, namely for the construction of patio rooms comprised of metal extrusions in the form of sheets, beams door frames and window frames; insulated metal wall, ceiling, floor and roof panels, sold as a kit; non-metal modular components for home improvements, namely for the construction of patio rooms comprised of glass panels and glass panes; non-metal insulated wall panels; and non-metal insulated roof panels, sold as a kit.
Texas Aluminum Industries, Inc.	United States of America	SUNSET	76/026,642	4/14/00	Metal modular components for home improvements, namely for the construction of patio rooms comprised of metal extrusions in the form of sheets, beams door frames and window frames; insulated metal wall, ceiling, floor and roof panels, sold as a kit; non-metal modular components for home improvements, namely for the construction of patio rooms comprised of glass panels and glass panes; non-metal insulated wall panels; and non-metal insulated roof panels, sold as a kit.
Texas Aluminum Industries, Inc.	United States of America	ULTRA-RAIL	76/026,004	4/14/00	Aluminum railings or pickets with plastic or glass for use as decorative railing systems.
Texas Aluminum Industries, Inc.	United States of America	TAI	2,422,541	6/22/98	Wholesale distributorship and retail services featuring roll formed steel aluminum, extruded aluminum, steel and aluminum siding for commercial, institutional, and industrial users, metal goods, namely awnings, walkway covers, roof and architectural panels, marquee covers, support columns, enclosures, mansards, carports, skirting, windows and doors.
Texas Aluminum Industries, Inc.	United States of America	HOME-SMART	75/873,267	12/16/99	Business merchandising, namely displaying the wares of others, specifically in the field of yard-related equipment and improvements for residential homes.

Texas Aluminum Industries, Inc.	United States of America	PINNACLE	75/592,153	11/19/98	Metal modular components for home improvements, namely for the construction of patio rooms comprised of metal extrusions in the form of sheets, beams door frames and window frames; insulated metal wall, ceiling, floor and roof panels, sold as a kit; non-metal modular components for home improvements, namely for the construction of patio rooms comprised of glass panels and glass panes; non-metal insulated wall panels; and non-metal insulated roof panels, sold as a kit.
Texas Aluminum Industries, Inc.	United States of America	ECLIPSE	75/592,152	11/19/98	Metal modular components for home improvements, namely for the construction of patio rooms comprised of metal extrusions in the form of sheets, beams door frames and window frames; insulated metal wall, ceiling, floor and roof panels, sold as a kit; non-metal modular components for home improvements, namely for the construction of patio rooms comprised of glass panels and glass panes; non-metal insulated wall panels; and non-metal insulated roof panels, sold as a kit.
Texas Aluminum Industries, Inc.	United States of America	TAI	2,342,404	4/18/00	Roll formed steel and aluminum; extruded aluminum; steel and aluminum siding for commercial, institutional, and industrial uses; and metal goods, namely, awnings, walkway covers, roof and architectural panels, marquee covers, support columns, enclosures, mansards, carports, skirting, windows and doors.
Texas Aluminum Industries, Inc.	United States of America	SPECTRUM	2,278,850	11/21/97	Modular components for construction of patio rooms in the form of kits comprising metal extrusions; metal panels comprised of metal sheets and insulating material; and glazing inserts.
Texas Aluminum Industries, Inc.	United States of America	SOLAR III	2,165,567	6/16/98	Metal roof systems comprising roofing panels for patio enclosures.

Texas Aluminum Industries, Inc.	United States of America	DAYSTAR	1,859,445	10/25/94	Metal modular components for the construction of patio rooms; namely, metal extrusions, and insulated panels comprising metal sheets with insulating material between the sheets; non-metallic components for the construction of patio rooms; namely, glass, window and door panels, insulated wall panels comprising wooden sheets with insulating polymeric material between the sheets, and insulated roof panels comprising primarily polymeric insulating material.
Texas Aluminum Industries, Inc.	United States of America	SUNDANCE	1,833,647	5/3/94	Extruded metal patio room components; namely, metal support beams for floors, walls, and roofs.
Texas Aluminum Industries, Inc.	United States of America	SUNQUEST	1,945,586	1/2/96	Metal modular components for the construction of patio rooms, namely metal extrusions in the form of sheets, beams, door frames and window frames, and insulated wall, ceiling, floor and roof panels comprising metal sheets with insulating material between the sheets; non-metallic components for the construction of patio rooms, namely glass panels and glass panes; insulated wall panels comprising wooden sheets with insulating polymeric material between the sheets; and non-metallic insulated roof panels.
Texas Aluminum Industries, Inc.	United States of America	PARAGON	1,994,620	8/20/96	Metal modular components for the construction of patio rooms, namely metal extrusions in the form of sheets, bars, rods and tubes, and insulated wall and ceiling panels comprising metal sheets with insulating material between the sheets.
Texas Aluminum Industries, Inc.	United States of America	EXCEL	2,022,729	12/17/96	Extruded metal patio room components, namely, metal support beams for floors and walls, fixed and moveable window frames, transoms, door frames, and wall panels, sold as a complete unit.



Texas Aluminum Industries, Inc.	United States of America	STARLIGHT	1,803,742	11/9/93	Primarily non-metallic prefabricated patio rooms constructed of modular components, such modular components being insulated wall panels comprising wooden sheets with insulating polymeric material between the sheets, insulated roof panels comprising metallic sheets with insulating polymeric material between the sheets, and metallic beams for supporting the wall panels and the roof, panels.
Texas Aluminum Industries, Inc.	United States of America	HERITAGE	1,706,248	8/11/92	Primarily metal prefabricated commercial and residential solariums, sunrooms, greenhouses, atriums, and skylights composed of metal frames and transparent and non-transparent glass or plastic components.
Texas Aluminum Industries, Inc.	United States of America	REGAL	1,783,215	7/20/93	Primarily metal modular components for the construction of patio rooms; namely, metal extrusions, insulated panels comprising metal sheets with insulated material between the sheets, and glazing inserts therefor.
Texas Aluminum Industries, Inc.	United States of America	CATALINA	1,802,546	11/2/93	Metallic modular components for the construction of screen rooms; namely, metal extrusions and wire mesh screens.
Texas Aluminum Industries, Inc.	United States of America	SHA-DALL	1,470,419	12/29/87	Aluminum awnings, carports, and patio covers and enclosures.
Texas Aluminum Industries, Inc.	United States of America	PANEL-VIEW	1,140,214	10/7/80	Aluminum products – namely, window awnings; skirting for mobile homes; shutters; trim fascia.
Texas Aluminum Industries, Inc.	United States of America	SCOTTI SKIRT	986,743	6/25/74	Aluminum skirting for mobile homes.
Texas Aluminum Industries, Inc.	United States of America	"THE WESTERN ROOM"	970,513	10/16/73	Aluminum patio enclosure.
Texas Aluminum Industries, Inc.	United States of America	PATTI-PORT	656,987	1/14/58	Carport and patio.

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9766-899 10/28/2002

SCHEDULE 1

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RECORDED: 11/06/2002

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