



01-09-2003



102333028

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 3/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

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>Profile Extrusion Company <u>12-23-02</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation – State- Ohio</p> <p><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>Name: <u>National City Bank</u></p> <p>Internal _____</p> <p>Address: _____</p> <p>Street Address: <u>1900 East Ninth Street</u></p> <p>City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input checked="" type="checkbox"/> Association <u>National Banking Association</u></p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation-State _____</p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A (Designations must be a separate document from assignment)</p> <p>Additional name(s) & 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</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 16, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p>	<p>B. Trademark Registration No.(s) <u>2,355,084</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert H. Earp, III</u></p> <p>Internal Address: _____</p> <p><u>McDonald, Hopkins, Burke & Haber Co., L.P.A.</u></p> <p>Street Address: <u>2100 Bank One Center</u></p> <p><u>600 Superior Avenue, E.</u></p> <p>City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>13-0265</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
--	--

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.

Robert H. Earp, III Reg. No. 41,004 [Signature] Dec. 19, 2002

Name of Person Signing Signature Date

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

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

01/08/2003 LNUJELER 00000150 130265 2355084
01 FC:8521 40.00 CH

{353184:}

TRADEMARK
REEL: 002645 FRAME: 0285



INTELLECTUAL PROPERTY SECURITY AGREEMENT

**dated as of
December 19, 2002**

by and among

**PROFILE EXTRUSION COMPANY
*as Borrower***

and

**NATIONAL CITY BANK
*as Lender***

476142}

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of December 19, 2002, is made by and between **PROFILE EXTRUSION COMPANY**, an Ohio corporation ("*Borrower*"), and **NATIONAL CITY BANK**, a national banking association ("*Lender*").

PRELIMINARY STATEMENTS:

(1) The Borrower and the Lender have entered into that certain Credit Agreement of even date herewith (as the same may hereafter be amended, amended and restated, replaced, modified or supplemented from time to time, the "*Credit Agreement*") setting forth the terms on which the Lender may now or hereafter make certain loans or other financial accommodations to or for the account of the Borrower.

(2) As a further condition of making any loan or financial accommodation under the Credit Agreement or otherwise, the Lender has required the execution and delivery of this Agreement by the Borrower.

NOW, THEREFORE, in consideration of the benefit accruing to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby makes the following representations and warranties and hereby covenants and agrees as follows:

1. Definitions. All defined terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Borrower's copyrights, copyright registrations and copyright applications, all as presently existing or hereafter arising or acquired, including, without, limitation, the marks listed on attached Exhibit A.

"Intellectual Property" means, collectively, the Patents, Trademarks, Copyrights, Licenses, and all products and proceeds thereof and the goodwill of the Borrower's business connected therewith and/or symbolized thereby.

"Licenses" means all of the Borrower's rights, title and interest in and to license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreements) with respect to any of the Patents or the Trademarks or any other patent, trademark, services mark or any application or registration thereof or any other tradename or tradestyle between the Borrower and any other party, whether the Borrower is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on attached Exhibit B.

“Obligations” means each and every debt, liability and obligation of every type and description, whether arising under or in connection with any Loan Document (as defined in the Credit Agreement) or otherwise, which the Borrower may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

“Patents” means all of the Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on attached Exhibit C.

“Trademarks” means all of the Borrower’s right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on attached Exhibit D.

2. Security Interest. The Borrower hereby irrevocably grants the Lender a security interest, with power of sale (the “Security Interest”), in the Intellectual Property to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Borrower hereby represents, warrants and agrees as follows:

a. ***Existence; Authority***. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, having full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Borrower have been duly authorized by all necessary action of the Borrower’s officers and, if necessary, its shareholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or operating agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Borrower and constitutes the Borrower’s lawful, binding and legally enforceable obligation. The correct name of the Borrower is Profile Extrusion Company. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with or consent or approval by any federal, state or local regulatory body or administrative agency.

b. ***Intellectual Property***. Exhibits A, B, C, and D accurately list all registered Copyrights, Licenses, Patents and Trademarks owned or controlled by the Borrower as of the

date hereof and accurately reflect the existence and status of registrations pertaining to the Intellectual Property as of the date hereof.

c. **Title.** The Borrower has absolute, sole and exclusive title to the Intellectual Property listed on Exhibits A, B, C, and D free and clear of all security interests, liens and encumbrances, except the Security Interest. The Borrower (i) will have, at the time the Borrower acquires any rights in Intellectual Property hereafter arising, absolute title to the Intellectual Property free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all of the Intellectual Property free and clear of all security interests, liens and encumbrances except the Security Interest.

d. **No Sale.** The Borrower will not sell or otherwise dispose of the Intellectual Property or Trademarks, or any interest therein, without the Lender's prior written consent.

e. **Defense.** The Borrower will at its own expense, and using its commercially reasonable efforts, protect and defend the Intellectual Property against all claims or demands of all persons other than the Lender.

f. **Intellectual Property is Valid and Enforceable.** To the best knowledge of Borrower, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any of the Intellectual Property been canceled, in whole or in part and all of the Intellectual Property is presently subsisting. To the best knowledge of the Borrower, all of the Intellectual Property (other than copyrights and trademarks which have not been registered) is properly filed, issued and valid.

g. **Maintenance.** The Borrower will, at its own expense, maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Intellectual Property, nor fail to file any required affidavit in support thereof, without first providing the Lender: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Lender to timely pay any such maintenance fees or annuity which may become due on any of said Intellectual Property or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

h. **The Lender's Right to Take Action.** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if the Borrower notifies the **Lender** that it intends to abandon any Intellectual Property, the **Lender** may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Borrower (or, at the **Lender's** option, in the Lender's own name) and may (but need not) take any and all other actions which the Lender deems necessary to cure or correct such failure.

i. **Costs and Expenses.** The Borrower shall pay the Lender on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the default rate then applicable to any of the Obligations.

j. **Power of Attorney.** To facilitate the Lender's taking action under subsection (h) and exercising its rights under Section 7, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under Section 3, or necessary for the Lender, after an Event of Default to enforce or use the Intellectual Property or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Intellectual Property to any third party to the extent consistent with this Agreement. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. **The Borrower's Use of the Intellectual Property.** The Borrower shall be permitted to control and manage the Intellectual Property, including the right to exclude others from making, using or selling items covered by the Intellectual Property and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it and such breach is not cured within fifteen (15) days after notification from the Lender.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, at its option, take any or all of the following actions:

a. The Lender may exercise any or all remedies available under the Credit Agreement.

b. The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Intellectual Property.

c. The Lender may enforce the Intellectual Property and any licenses thereunder, and if the Lender shall commence any suit for such enforcement, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement.

d. The Lender may use the Intellectual Property on a worldwide basis, except as limited by the terms of such Intellectual Property, without liability for royalties or other related charges from the Lender to the Borrower.

7. New Intellectual Property. The Borrower represents and warrants that the Intellectual Property listed on Exhibits A, B, C, and D, respectively, constitutes all of the Intellectual Property now owned by the Borrower. If, before all liabilities and obligations pursuant to the Credit Agreement shall have been satisfied in full, the Borrower shall (i) become aware of any existing Intellectual Property of which the Borrower has not previously informed the Lender, (ii) obtain rights to any new Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and the Borrower shall, upon request, give to the Lender prompt written notice thereof. The Borrower hereby authorizes the Lender to modify this Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property.

8. The Lender's Right to Inspect. The Lender shall have the right, at any time and from time to time during normal business hours (upon not less than two (2) days prior notice to the Borrower) and prior to payment in full of all liabilities and obligations pursuant to the Loan Documents, to inspect the Borrower's premises and to examine the Borrower's books, records and operations, including, without limitation, the Borrower's quality control processes. The Borrower agrees (i) to maintain the quality of any and all products in connection with which the Intellectual Property is used, consistent with the quality of said products as of the date hereof, and (ii) to provide Lender, upon Lender's request from time to time, with a certificate of an officer of the Borrower certifying the Borrower's compliance with the foregoing. Upon the occurrence of an Event of Default, the Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Intellectual Property. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Lender agrees to hold confidential and not disclose or use any confidential or trade secret information regarding any of the Intellectual Property unless such disclosure is required by applicable law or court order.

9. Release of Agreement. This Agreement is made for collateral purposes only. Upon payment in full of all liabilities and obligations pursuant to the Credit Agreement, Lender shall execute and deliver to the Borrower all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Borrower full title to the Intellectual Property, subject to any disposition thereof which may have been made by Lender pursuant to the Credit Agreement.

10. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. Except as expressly provided in Section 9, this Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Intellectual Property at all or in any particular manner or order, or to apply any cash proceeds of Intellectual Property in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Lender, and the Borrower waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the internal law of the State of Ohio without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. Each of the parties hereto agrees that any legal suit, action or proceeding arising hereunder shall be instituted in any state or federal court in the County of Cuyahoga, State of Ohio and waives any objection which they may now or hereafter have to the laying of venue of any such suit, action or proceeding in such jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

PROFILE EXTRUSION COMPANY,
an Ohio corporation

By: *James E. Phillips, President*
James E. Phillips, President

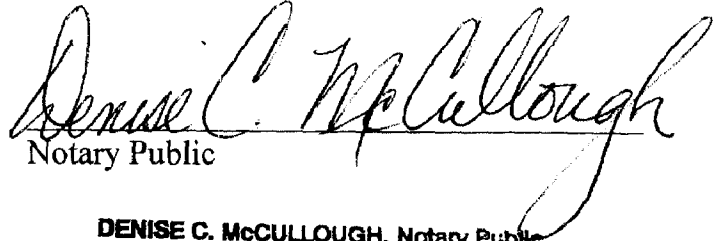
NATIONAL CITY BANK,
a national banking association

By: *Eric R. Giesecke*
Eric R. Giesecke, Assistant Vice President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

The foregoing instrument was acknowledged before me this 16th day of December, 2002, by James E. Phillips, the President of PROFILE EXTRUSION COMPANY, an Ohio corporation, on behalf of the corporation.

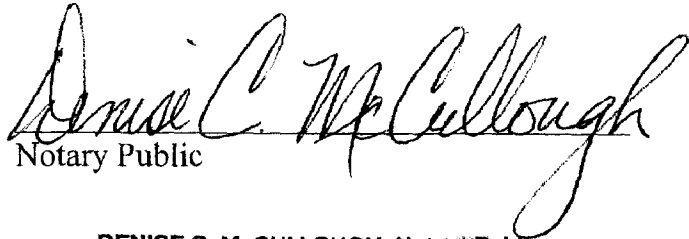

Notary Public

DENISE C. McCULLOUGH, Notary Public
State of Ohio
My Commission Expires Dec. 17, 2005

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

The foregoing instrument was acknowledged before me this 16th day of December, 2002, by Eric R. Giesecke, an Assistant Vice President of NATIONAL CITY BANK, a national banking association, on behalf of the bank.


Notary Public

DENISE C. McCULLOUGH, Notary Public
State of Ohio
My Commission Expires Dec. 17, 2005

EXHIBIT A

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

EXHIBIT B

LICENSES

None.

{347614:2}

{347614:2}

EXHIBIT C

PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT D

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark

Country

Registration No.

See attached.

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 6

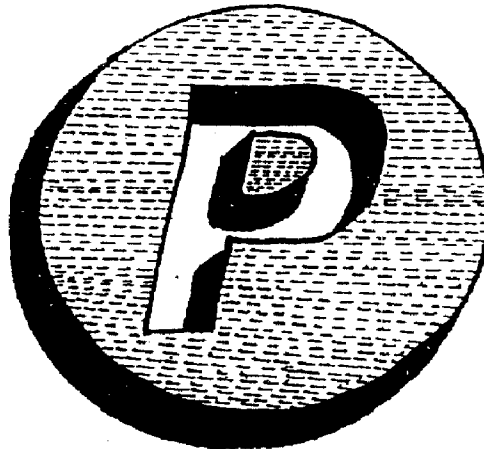
Prior U.S. Cls.: 2, 12, 13, 14, 23, 25 and 50

Reg. No. 2,355,084

United States Patent and Trademark Office

Registered June 6, 2000

TRADEMARK
PRINCIPAL REGISTER



PROFILE

EXTRUSION COMPANY

PROFILE EXTRUSION COMPANY (OHIO CORPORATION)
812 HURON ROAD, SUITE 880
CLEVELAND, OH 441151126

FOR: ALUMINUM EXTRUSIONS IN BILLET FORM, ALUMINUM EXTRUSIONS FOR MANUFACTURING WINDOWS, DOORS, TRUCK BUNKS, TUB AND SHOWER DOORS AND AIR CONDITIONING COMPONENTS, NAMELY, HEAT SINKS, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 7-0-1997; IN COMMERCE 7-0-1997.
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "EXTRUSION COMPANY", APART FROM THE MARK AS SHOWN.

THE MARK IS LINED FOR THE COLOR GREY ACCORDING TO THE ILLUSTRATION IN THE APPLICATION HANDBOOK.

SER. NO. 75-699,676, FILED 5-4-1999.

CAROLYN GRAY, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



J. Todd Johnson

Commissioner of Patents and Trademarks