

02-27-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

TT TECHNOLOGIES, INC. 2-24-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 20, 2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION

Internal Address:

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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)

B. Trademark Registration No.(s)

See Attached List

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address:

Clifford Chance US LLP

Street Address: 200 Park Avenue

02/26/2003 BTOM11 00000165 181843 2149883

01 FC: 521 40.00 CH 02 FC: 522 675.00 CH

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved

28

7. Total fee (37 CFR 3.41) \$ 715

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(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.

Christine F. Benton

Name of Person Signing

[Signature]

Signature

Feb. 21, 2003

Date

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

11

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

**TRADEMARK APPLICATIONS/REGISTRATIONS
IN THE NAME OF TT TECHNOLOGIES, INC.**

<u>MARK</u>	<u>APP.NO.</u>	<u>REG.NO</u>
ARCHLITE		2,149,883
ARCTIC		1,228,470
BEVELLINE		1,511,791
BRADFORD		2,149,882
CLASSIC-CRAFT		1,926,465
CONCORDE		2,121,644
CONTEMPORARY		2,148,426
CRYSTAL DIAMONDS		2,098,117
FIBER CRAFT		2,451,418
FROSTED IMAGES		2,248,384
HMF MANUFACTURERS		2,620,941
HMF MANUFACTURERS (& Design)		2,671,506
PRESTWICK		2,156,387
SMOOTHSTAR		2,520,549
STARLITE		2,382,539
STEEL-BEATER FIBERGLASS DOORS		2,556,409
THE FIBER CLASSIC		1,065,808
THERMA TRU		1,163,406
THERMA TRU		1,186,393
THERMA TRU		1,186,394
THERMA TRU		1,553,737
THERMA TRU & Design		894,422
THERMA TRU & Design		1,178,807
THERMA TRU & Design		1,186,395
THERMA TRU & Design		1,186,396
THERMA TRU & Design		1,526,924
TRU-STEEL		2,573,661
VICTORIAN CRYSTAL		2,203,086

NYA 590833.1

**TRADEMARK
REEL: 002679 FRAME: 0002**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2003 (this "**Trademark Security Agreement**") by and among THERMA-TRU CORP., an Ohio corporation ("**Borrower**"), THERMA-TRU HOLDINGS, INC., an Ohio corporation ("**Parent**"), THERMA-TRU VIRGINIA LIMITED COMPANY, a Virginia limited liability company ("**TT Virginia**"), TEXAS COMPONENTS, INC., a Delaware corporation ("**TT Texas**"), TT TECHNOLOGIES, INC., a Delaware corporation ("**TT Technologies**") and TT HOLDINGS, L.L.C., an Oklahoma limited liability company ("**TT Holdings**", and together with TT Virginia, TT Texas, and TT Technologies, each a "**Subsidiary**" and together with Borrower and Parent, each referred to herein individually as "**Grantor**" and collectively as "**Grantors**", and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "**Agent**") for itself and Lenders from time to time party to the Credit Agreement defined below ("**Lenders**").

W I T N E S S E T H:

WHEREAS:

- (A) Grantors have entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") by and among the Borrower, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as Lenders, CIBC World Markets Corp. as Syndication Agent, and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent, pursuant to which, among other things, Lenders have agreed to make certain revolving and term credit facilities available to Borrower upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Borrower is a wholly-owned subsidiary of Parent, Subsidiaries are wholly-owned subsidiaries of Borrower, Grantors engage in business transactions with one another, and Subsidiary and Parent will benefit from the Loans and other financial accommodations made under the Credit Agreement;
- (D) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**") by and between Grantors and Agent; and
- (E) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the payment of the Obligations and all present and future obligations of the Grantors (all such Obligations and other secured obligations, the "**Secured Obligations**") each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which any Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. SECURITY INTEREST

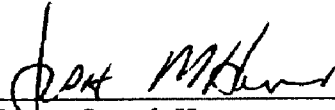
Each Grantor hereby grants to the Agent, for itself and for the ratable benefit of the Lenders a Lien upon all of its respective right, title and interest in, to and under the Trademark Collateral as collateral security for the payment and performance of the Obligations.

5. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT

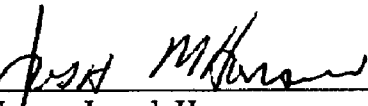
This Trademark Security Agreement shall terminate upon the payment and performance in full of the Obligations on the Termination Date as defined in the Credit Agreement.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THERMA-TRU CORP.,
as a Grantor**


By: 
Name: Joseph Herman
Title: Treasurer

**THERMA-TRU HOLDINGS, INC.,
as a Grantor**

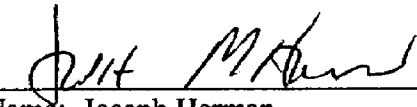
By: 
Name: Joseph Herman
Title: Treasurer

**THERMA-TRU VIRGINIA LIMITED
COMPANY,
as a Grantor**

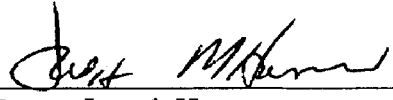
By: THERMA-TRU CORP., its sole member

By: 
Name: Joseph Herman
Title: Treasurer

**TEXAS COMPONENTS, INC.,
as a Grantor**

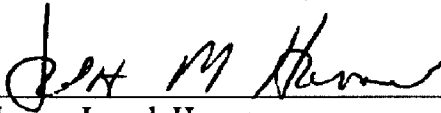
By: 
Name: Joseph Herman
Title: Treasurer

**TT TECHNOLOGIES, INC.,
as a Grantor**

By: 
Name: Joseph Herman
Title: Treasurer

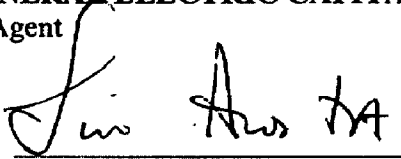
**TT HOLDINGS, LLC,
as a Grantor**

By: THERMA-TRU CORP., its sole member

By: 
Name: Joseph Herman
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent**

By: 
Name: Luis Acosta
Title: Authorized Signatory

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date
Therma-Tru	1137316	18-Jul-80
Therma-Tru	1137315	18-Jul-80
Therma-Tru	1136937	18-Jul-80
Therma-Tru	1136936	18-Jul-80
Therma-Tru	1120218	6-Sep-79
Therma-Tru	1120217	6-Sep-79
Therma-Tru	1120216	6-Sep-79
Therma-Tru	1120215	6-Sep-79
Therma-Tru	1120214	6-Sep-79
Therma-Tru	1120213	6-Sep-79
Fiber Classic	1346355	24-May-88
Fiber-Classic	659849	Feb-85
Therma-Tru	205248	Jun-69
Therma-Tru Doors	Unregistered/Unmarked	1998
The Fiber-Classic	1065808	1-Apr-76
Therma-Tru	1553737	1-Apr-76
Therma-Tru	1526924	Jun-76
Therma-Tru	1178807	Jun-76
Therma-Tru	1186396	Jun-76
Therma-Tru	1186395	Jan-78
Therma-Tru	1186394	Jan-78
Therma-Tru	1186393	05-Aug-68
Therma-Tru	1163406	05-Aug-68
Therma-Tru	894422	05-Aug-68
Starlite	2832539	
Arctic	1228470	15-Mar-80
Arcadia	Unregistered/Unmarked	~1994
Frosted Images	2248384	26-Mar-97
HMF Manufacturers	2,620,941	
HMF Manufacturers (& Design)	2,671,506	
Classic-Craft	1926465	Jun-94
Smooth-Star	2520549	7-Aug-98
Smooth-Star	UK2234540	1-Jun-00
Steel-Beater Fiberglass Doors	2556409	7-Aug-98
Fiber-Craft	2451418	7-Aug-98
Contemporary	2148426	26-Mar-97
Archlite	2149883	26-Mar-97

Sched 1-1

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Mark	Registration No.	Registration Date
Bradford	2149882	26-Mar-97
Concorde	2121644	26-Mar-97
Prestwick	2156387	26-Mar-97
Crystal Diamonds	2098117	26-Mar-97
Victorian Crystal	2203086	26-Mar-97
Bevelline	1511791	14-Apr-87
Keystone	Unregistered/Unmarked	~1996
SlimLine	Unregistered/Unmarked	~1997
Marquise	Unregistered/Unmarked	~1994
Provincial	Unregistered/Unmarked	~1994
Premium series	Unregistered/Unmarked	~1983
Construction Series	Unregistered/Unmarked	~1983
TCM	Unregistered/Unmarked	~1985
BTS	Unregistered/Unmarked	~1992
Self-Adjusting Sill	Unregistered/Unmarked	~1988
Therma-Tint	Unregistered/Unmarked	~1978
Bevelled Brass	Unregistered/Unmarked	~1996
Therma-Tru Finishing System	Unregistered/Unmarked	~1995
Cambridge	75/216,795	23-Dec-96
Therma-Tru	A318154	
Therma-Tru	French 1617297	26-Sep-90
Therma-Tru	French 1617296	26-Sep-90
Therma-Tru	German 1031099	19-Mar-82
Therma-Tru	German 1031100	19-Mar-82
Fiber-Classic	German 2029859	9-Feb-93
Fiber-Classic	Japanese 02676752	29-Jun-94
Fiber-Classic in Japanese characters	Japanese 02676753	29-Jun-94
Fiber-Classic	Mexican 354510	27-Oct-88
Therma-Tru	Mexican 357382	26-Dec-88
Therma-Tru	Spanish 956833	5-May-81
Therma-Tru	Spanish 956835	5-May-91
Flexjet	2177227	Dec-96
Adjusta-Trim	1815329	23-Aug-93
Porcelplas	1782322	1-Aug-91
Bench-Light	1645263	9-Jul-90
G General Products Company Inc.	1563007	1957 and Oct 72
Landmark	1543235	9-Jul-84
Vista II	1455333	1-Oct-84
Secura-Fit	1301186	6-Oct-82
Adjusta-Fit	1222366	30-Oct-81
Beacon Hill	1220913	1-Mar-83

Sched 1-2

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TRADEMARK
REEL: 002679 FRAME: 0008

Mark	Registration No.	Registration Date
Vista	1134648	1-Jun-78
Chateau	908395	1-Sep-69
Benchmark	894906	19-Sep-69
Air Jet	741311	1-May-57
Air-Jet	612028	28-Aug-51
Adjusta Snap	2482994	TBD
Smooth-Star	3033347	8-Jun-00
Classic-Craft	3033348	8-Jun-00
Classic-Craft	2234544	

**SCHEDULE I - CONTINUED
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS**

Case Number	Trademark	Registration	Filing Date
TTC182TCA	Classic-Craft	1075410	
TTC186TJP	Classic-Craft	2000-061575	5-Jun-00
TTC183TCA	Smooth-Star	1075409	
TTC183TJP	Smooth-Star	2000-061574	5-Jun-00
TTC0178A	Therma-Tru		
	Therma-Tru	894422	14-Jul-00
	Vista	1134648	
	Benchmark	894906	21-Jul-00
TTC183TDE	Smooth-Star	300.43.276.3	7-Jun-00
TTC182TDE	Classic-Craft	300.43.275.5	7-Jun-00
	Secur-Tru		
	Fire-Tru		
	TT Technologies		
	BenchmarkHMF		

Sched 1-3

NYA 588882.1

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