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To the Honorable Commissioner of Patents and Trademarks **102384005**

ed original documents or copy thereof.

1. Name of conveying party(ies):

Harris Trust and Savings Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other Illinois Banking Coproation
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: February 28, 2003

2. Name and address of receiving party(ies)

Name: Coffman Stairs, LLC

Internal Address: _____

Street Address: 1000 Industrial Road

City: Marion State: VA ZIP: 24354

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware limited liability company

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 patent number(s):

A. Trademark Application No.(s)

See Exhibit A attached hereto

B. Trademark Registration No.(s)

See Exhibit A attached hereto

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

St: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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01 FC:0521
02 FC:0522

40.00 DP
104.00 DP

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.

Gregory Pealer, Paralegal

Name of Person Signing

[Signature]
Signature

March 3, 2003

Date

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

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

TRADEMARK LICENSE AGREEMENT

EXHIBIT A

	Serial No.	Reg. Number	Word Mark
1	75385807	2260515	COFFMAN
2	74073480	1686432	VISADOR V
3	73310914	1208391	WONDERAIL
4	72250061	0832817	V
5	72152651	0757143	BEAUTI MOULD

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("*Agreement*") is entered into this 28th day of February, 2003, between HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, having its principal place of business at 111 W. Monroe St., Chicago, IL 60603 (hereinafter referred to as "*LICENSOR*"), and COFFMAN STAIRS, LLC, a limited liability company organized under the laws of Delaware having its principal place of business at 1000 Industrial Road, Marion, VA 24354 ("*LICENSEE*").

WHEREAS, LICENSOR is the owner by assignment of the trademarks or service marks and related product configuration trademarks, including the common law rights and the goodwill associated therewith ("*Trademarks*"), as identified in attached Exhibit A, for use in the United States ("*the Territory*") during the time of a Security Agreement of even date herewith from Licensee in favor of LICENSOR (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*"); and

WHEREAS, LICENSEE desires to license and use the Trademarks and goodwill on and in association with its stair, door, window, and other building products including those of its affiliates and subsidiaries (referred to as the "*Goods*") in the Territory.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant. LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the exclusive, non-transferable, royalty-free license (subject to all of the terms and provisions hereof) to use the Trademarks in association with the Goods in the Territory ("*License*"). LICENSEE may, from time to time, submit to LICENSOR additional merchandise or instructional or training materials to be covered under this Agreement, and, if LICENSOR approves, such merchandise or materials can be added to the definition of "Goods" by addendum to this Agreement. Any right not expressly granted in this Agreement is reserved to LICENSOR.

Section 2. Term. This License will terminate upon the earlier of (a) notice given at LICENSOR'S option if LICENSEE defaults on any of the terms of the Security Agreement; and (b) reassignment of the trademarks and their goodwill to LICENSEE upon satisfaction of the terms of the Security Agreement.

Section 3. Quality Control. LICENSEE warrants that the Goods sold, transferred, and/or otherwise distributed under the Trademarks after the date hereof shall conform to LICENSEE'S present, written quality control standards and as they may be amended from time to time, and LICENSEE shall maintain such Goods in accordance with those quality control standards at all times. Upon reasonable request, LICENSEE shall submit a copy of such standards to LICENSOR

and also shall submit samples for verification by LICENSOR that the Goods in fact adhere to LICENSEE'S quality control standards.

Section 4. Compliance. LICENSEE warrants that Goods sold, transferred, and/or otherwise distributed hereafter under this Agreement shall comply with all federal, state, and local laws and regulations, including building codes, pertaining to such products in the Territory.

Section 5. Indemnification. LICENSEE shall defend, indemnify and hold harmless LICENSOR from any and all loss, damage, or liability, including reasonable attorney fees, which may arise out of LICENSEE'S manufacture, sale, distribution, dissemination or possession of Goods pursuant to this Agreement and/or any use of the Goods so manufactured and distributed and from all losses, costs, liabilities, damages, claims, and expenses of every kind and description, including reasonable attorney fees, arising out of or resulting from any act or omission of LICENSEE relating to the production, distribution, licensing, or marketing of any of the Goods in connection with which the Trademarks are used, including but not limited to unfair or fraudulent advertising claims, warranty claims, and product defect or liability claims pertaining to the Goods.

Section 6. Ownership. A. LICENSEE acknowledges that this License is personal to LICENSEE and does not give it any right to assign or to sublicense or otherwise to pass any other right, title, or ownership interest in the Trademarks, and that any and all uses by LICENSEE of the Trademarks shall inure to the benefit of LICENSOR during the term hereof. Further, LICENSEE warrants that it will not challenge the validity of the License, of this Agreement, or of any of the Trademarks.

B. LICENSEE acknowledges LICENSOR'S exclusive right, title, and interest in and to the Trademarks in the Territory and acknowledges that nothing herein shall be construed to grant to LICENSEE any rights in any of the Trademarks except as otherwise expressly provided herein. LICENSEE acknowledges that its use of the Trademarks in the Territory hereunder will not and does not create in it any right, title, or interest in the Trademarks and that all such use of the Goods in the Territory and the goodwill generated thereby during the term hereof will inure to the benefit of LICENSOR, subject to reassignment to LICENSEE upon satisfaction of the terms of the Security Agreement and termination of this License.

C. LICENSEE represents and warrants with respect hereto as follows:

(i) LICENSEE will not at any time challenge LICENSOR'S right, title, or interest in any of the Trademarks or the validity of any of the Trademarks or any registration thereof;

(ii) LICENSEE shall not do, cause to be done, or allow to be done anything the doing, causing, or allowing of which would contest or in any way impair or tend to impair the rights of LICENSOR in the Trademarks;

(iii) LICENSEE shall not represent that it has any legal ownership in or rights with respect to the Trademarks in the Territory other than rights conferred by this Agreement; and

(iv) LICENSEE shall not, either during or subsequent to the term of this Agreement, use in the Territory any trademark, service mark, trade name, insignia, logo, or written or artistic material that is confusingly similar to or a colorable imitation of any of the Trademarks, unless that mark is added to Schedule A hereto by Amendment in accordance with the terms hereof.

Section 7. Parties; Assignment. This License shall be binding upon and inure to the benefit of the parties hereto, their subsidiaries, affiliates, and successors from the effective date hereof. This License may not be assigned by LICENSEE, nor may sublicenses be granted under it, without express written consent in advance of LICENSOR. LICENSOR may assign its rights without notice to LICENSEE.

Section 8. Default and Termination.

A. *Events of Default.* LICENSEE shall be in default hereunder in the event that it:

- (i) becomes insolvent or files for bankruptcy, or discontinues operations;
- (ii) fails to distribute the Goods for a period of six (6) months;
- (iii) at any time abandons use of the Trademarks;
- (iv) fails to comply with the quality control or compliance requirements of Sections 3 and/or 4;
- (vi) fails to comply with the provisions of Sections 6 and/or 7; or
- (vii) materially breaches any provision of this Agreement or of the Security Agreement.

LICENSEE shall give LICENSOR written notice prior to the occurrence of insolvency, bankruptcy petition, change in ownership, or discontinuance of operations.

B. *Termination.* Upon occurrence of any event of default, LICENSOR may at its option promptly give LICENSEE notice in writing of termination in sixty (60) days from the notice. Upon failure of LICENSEE to correct the default and to so advise LICENSOR within the sixty days, the License and this Agreement shall automatically terminate, except that the provisions of Sections 3, 5, 6, 8C, 9, 10, and 11 shall remain in full force and effect at the end of such sixty day period. LICENSEE stipulates that the remedy at law of LICENSOR for any act or event that constitutes an event of default under this Agreement, other than the failure of LICENSEE to pay any monies when due, shall be inadequate and that LICENSOR shall be entitled to injunctive relief, forfeiture of the Goods, specific performance, or other such equitable relief to remedy the default.

C. *Effect of Termination.* Upon termination of this Agreement by notice, but not upon reassignment of title and goodwill to LICENSEE, LICENSEE shall immediately discontinue all use of the Trademarks and shall thereafter make no further distribution of any materials embodying any of them. Any such Goods in its possession upon such termination by notice shall be accounted for and then destroyed or turned over to LICENSOR.

Section 9. Notices. A. LICENSEE shall notify LICENSOR of any and all complaints from customers, consumers, and/or any state or government agency with regard to the Goods distributed by LICENSEE under the Trademarks, shall keep accurate records with regard thereto, and shall furnish copies thereof promptly to LICENSOR. LICENSEE also shall promptly notify LICENSOR of any and all lawsuits brought which involve the Goods or the Trademarks.

B. LICENSEE shall promptly notify LICENSOR of any use of names, package designs, labels, or configurations that may come to its attention which are the same as or so similar to any of the Trademarks as to dilute or infringe it or them. The parties shall confer and agree as to action to be taken to stop such infringements.

C. Any notice, request, or communication required under this Agreement shall be delivered by facsimile, e-mail, courier, or by U.S. postage prepaid and addressed to the addresses as above-stated.

Section 10. Interpretation of Agreement. This Agreement shall be construed in accordance with and governed by the internal laws, but not the laws of conflicts, of the State of Illinois.

Section 11. Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all previous agreements, oral or written, that may have been made between the parties or acquired by the parties. This Agreement may be amended only in writing by an agreement duly executed by the parties hereto.

Section 12. Enforceability. The parties through this Agreement do not intend to violate public policy, any statutory or common laws, or any rules, regulations, or decisions of any local, state, or federal court, or any government or agency thereof. If any provision of this Agreement is found by a court of competent jurisdiction to be at variance therefrom, the provision shall be interpreted so to render it enforceable within the purposes of this Agreement, or, if found to be in violation thereof, the provision will be excluded, and the remainder of this Agreement shall remain enforceable and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above given.

HARRIS TRUST AND SAVINGS BANK,
LICENSOR

By *Jean R. Elie*
Name: Jean R. Elie
Title: Vice President

COFFMAN STAIRS, LLC, LICENSEE

By Visador Holding Corporation,
Its Manager

By _____
Name: _____
Title: _____

[TRADEMARK LICENSE AGREEMENT SIGNATURE PAGE]

TRADEMARK
REEL: 002685 FRAME: 0348


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above given.

HARRIS TRUST AND SAVINGS BANK, LICENSOR

By _____
Name: _____
Title: _____

COFFMAN STAIRS, LLC, LICENSEE

By Visador Holding Corporation,
Its Manager

By  _____
Name: Lowry E. Hobbs
Title: President

[Trademark License Agreement Signature Page]