

03-27-2003



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	To the Honorable Comm	nissioner of P	atents and T	rademarks: F	lease record the	e attached original docu	ments or copy th	эreof.
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2003 (this "Trademark Security Agreement") is entered into by and among each of the signatories hereto (referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of the CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "U.S. Administrative Agent") for the U.S. banks and other financial institutions (the "U.S. Lenders") from time to time parties to the Credit Agreement (as defined below) and as administrative agent (in such capacity, the "Canadian Administrative Agent") for the Canadian banks and other financial institutions (the "Canadian Lenders" and, together with the U.S. Lenders, the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of March 10, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MAGNATRAX CORPORATION, a Delaware corporation ("Holdings"), AMERICAN BUILDINGS COMPANY, a Delaware corporation (the "U.S. Borrower"), ONEX ABCO LIMITED PARTNERSHIP, a Nevada limited partnership (the "Tranche B. Borrower"), VICWEST CORPORATION, a corporation organized under the laws of the Province of Ontario (the "Canadian Borrower"), the Lenders, THE BANK OF NOVA SCOTIA, as syndication agent for the Lenders (in such capacity, the "Syndication Agent"), FIRST UNION NATIONAL BANK, as documentation agent for the U.S. Lenders (in such capacity, the "U.S. Documentation Agent"), THE TORONTO-DOMINION BANK, as documentation agent for the Canadian Lenders (in such capacity, the "Canadian Documentation Agent"), the U.S. Administrative Agent and the Canadian Administrative Agent.

WITNESSETH:

WHEREAS, the Grantors have made and entered into that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of March 10, 2000 (as so amended and restated and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "U.S. Guarantee and Collateral Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to which the Grantors have guaranteed the Guaranteed Obligations and have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Collateral as security for the Grantors' Obligations; and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the Grantors have granted, pledged, assigned and hypothecated to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantors in and to, among other things, the Collateral.

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:

Section 1. Security Interest.

(a) <u>Grant of Security Interest</u>. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, each of the Grantors hereby assigns, transfers and conveys as collateral security to the Administrative Agent, for the ratable benefit of the Lenders, and grants a continuing security interest in and mortgage to the Administrative Agent, for the ratable benefit of the Lenders, of all of such Grantor's

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right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

- all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;
- (iii) all general intangibles and all intangible intellectual or other similar property of such Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.
- (b) <u>Continuing Security Interest</u>. Each Grantor agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the terms of the U.S. Guarantee and Collateral Agreement.
- Section 2. <u>Supplement to U.S. Guarantee and Collateral Agreement</u>. This Trademark Security Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Lenders, under the U.S. Guarantee and Collateral Agreement or other security documents referred to therein. The rights and remedies of Administrative Agent and the Lenders, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the U.S. Guarantee and Collateral Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.
- Section 3. <u>Representations and Warranties</u>. Each Grantor jointly and severally represents and warrants to the Administrative Agent and each of the other Lenders, that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, Trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in <u>Schedule A</u>.
- Section 4. <u>Further Acts.</u> On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Trademark Security

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Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure each Grantor's compliance with this Trademark Security Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office ("PTO") or any applicable state office. The Administrative Agent, for the ratable benefit of the Lenders, may record this Trademark Security Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Trademark Collateral with the PTO, at the expense of each Grantor. In addition, each Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any Uniform Commercial Code filing office deemed appropriate by the Administrative Agent. If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, such Grantor shall immediately notify the Administrative Agent in a writing signed by such Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Trademark Security Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

Section 5. <u>Authorization to Supplement.</u> If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademark s or renewal or extension of any trademark registration. Without limiting such Grantor's obligations under this Section 5, such Grantor authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule A</u> to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on <u>Schedule A</u>.

Section 6. <u>Binding Effect</u>. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, the Administrative Agent, the Lenders and their respective successors and assigns. Each Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the U.S. Guarantee and Collateral Agreement.

Section 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

Section 8. Entire Agreement; Amendment. This Trademark Security Agreement and the U.S. Guarantee and Collateral Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Trademark Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the U.S. Guarantee and Collateral Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may re-execute this Trademark Security Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof. To the extent that any provision of this Trademark Security Agreement conflicts with any provision of the U.S. Guarantee and Collateral Agreement, the provision giving the Administrative Agent greater rights or remedies shall govern, it

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being understood that the purpose of this Trademark Security Agreement is to add to, and not detract from, the rights granted to the Administrative Agent under the U.S. Guarantee and Collateral Agreement.

- Section 9. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Trademark Security Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.
- Section 10. <u>No Inconsistent Requirements</u>. Each Grantor acknowledges that this Trademark Security Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
- Section 11. <u>Severability</u>. If one or more provisions contained in this Trademark Security Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Trademark Security Agreement.
- Section 12. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the U.S. Guarantee and Collateral Agreement.
- Section 13. <u>Headings</u>. Section headings in this Trademark Security Agreement are included herein for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Security Agreement. This Trademark Security Agreement shall not be construed against any party hereto as the drafters of this Trademark Security Agreement.

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

MAGNATRAX CORPORATION

By:		BRUC.	m	Z	uch
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,	Name:	BRUC	EM.	BRICK	
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ASS	CIAT	ED BUIL	DING S	SYSTEM	S, INC.
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Ву:	$\underline{}$	BRUC	<u>"". </u>	Zouc.	ζ
-	Name:	BRUC	E M.	LORICI	
	Title:	OFFIC	e.a		

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

MA	GNATRAX CORPORATION
Ву:	Name: Title:
AM)	ERICAN BUILDINGS COMPANY
Ву:	Name: Title:
ONE	EX ABCO LIMITED PARTNERSHIP
By:	1354495 Ontario, Inc., its general partner
Ву:	Name: DONALD F. WEST Title: REPRESENTATIVE
	ERICAN BUILDINGS COMPANY ERNATIONAL, INC.
Ву:	Name: Title:
AMI	C/BEAMAN CORPORATION
Ву:	Name: Title:
ASS(OCIATED BUILDING SYSTEMS, INC.
Ву:	Name: Title:

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BLACK RAVEN ENTERPRISES LLC
By: Bruy M. Louel Name: Bruce M. Zorich
Name: BRUCE M. Zorich
Title: OFFICER
JANNOCK, INC.
By: Bruy M. Louish Name: BRUCE M. Zonich Title: DESTINATION
Name: BRUCE M. Eorich
Title: OFFICER
JANNOCK U.S.B.G., INC.
By: Bruy M. Louis Name: BRUCE M. ZORICH
Name: BRUCE M. ZORICH
Title: OFFICER
JANNOCK VINYL GROUP, INC.
D. m Zil
By: Drud " Zouck
By: Bruy M. Forich Name: BRUCE M. Zorich
Name: BRUCE M. Zorich Title: Officer
Title: OFFICER JENISYS ENGINEERED PRODUCTS, INC.
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.)
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.)
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Brun M. Forick Name: Bruce M. Forick
Title: OFFICER JENISYS ENGINEERED PRODUCTS, INC.
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Name: Bruce M. Zorick Title: Officer MAGNATRAN CORPORATION
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Name: Bruce M. Zorick Title: Officer MAGNATRAN CORPORATION
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Bruce M. Forick Name: Bruce M. Forick Title: Officer MAGNATRAN CORPORATION By: Bruce M. Forick
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Bruce M. Forick Name: Bruce M. Forick Title: Officer
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Bruce M. Jorich Name: Bruce M. Jorich Title: Officer MAGNATRAN CORPORATION By: Bruce M. Jorich Title: Officer MAGNATRAN LOGISTICS, INC.
JENISYS ENGINEERED PRODUCTS, INC. (successor to VICWEST, Inc.) By: Bruce M. Forcel Name: Bruce M. Forcel MAGNATRAN CORPORATION By: Bruce M. Forcel Name: Bruce M. Forcel Title: Officer Name: Bruce M. Forcel

Title:

OFFICER

NYA 585675.3

MAGNATRAX FINANCE CO.
By: Brue M. Louch Name: Brue M. Zorich
Title: OFFICER REBUBLIC BUILDERS PRODUCTS COMPANY
By: Bruce M. Zorich Name: Bruce m. Zorich Title: Officer
RESCOM OVERHEAD DOORS, INC.
Bruy M. Zorich Name: BRUCE M. Zorich Title: OFFICER
SMITH DOOR DISTRIBUTING INC.
By: Brun M Louish Name: BRUCE M. ZORICH
U.S. WESTEEL, INC.
By: Bruy M. Louil Name: BRUCE M. Zorick Title: Officer
WINDSOR DOOR, INC.
By: Bruy M. Louck Name: BRUCE M. Zorich Title: Officer
CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent
By:

Name: Title:

NYA 585675.3

By: Name: Title: REBUBLIC BUILDERS PRODUCTS COMPA	
REBUBLIC BUILDERS PRODUCTS COMPA	
	NY
By:	
Name:	
Title:	
ESCOM OVERHEAD DOORS, INC.	
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Name:	
Title:	
MITH DOOD DICTORNIC DIC	
MITH DOOR DISTRIBUTING INC.	
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CANADIAN IMPERIAL BANK OF COMMER	.CE, as
Administrative Agent	
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MAGNATRAX FINANCE CO.

Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF GA) ss.

On this 14 day of February, 2003 before me personally appeared Bruce Zorich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors identified therein, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Notary Public

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ACKNOWLEDGMENT OF GRANTOR

STATE OF OH/O) ss. COUNTY OF MAFION)

On this 13 day of February, 2003 before me personally appeared Don West, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor identified therein, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by their Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

DEE ANN C. EMANG Notary Public, State of Ohio My Commission Expires

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Schedule A to Trademark Security Agreement

1. Grantor: Windsor Door, Inc.

Jurisdiction	Application No./ Registration No.	Issue/File/ Registration Date	<u>Mark</u>
United States	Registration No. 1,257,389	Issued: 11/15/1983	WINDSOR
United States	Registration No. 1,774,592	Issued: 06/01/1993	W and Design
United States	Application No. 76/196,992 Registration No. 2,500,451	Registered: 10/23/2001	STOR-A-DOOR
United States	Application No. 76/390,826	Filed: 4/4/2002	WINDSOR DOOR DESIGNER
Mexico	Registration No. 479155	Issued: 11/11/1994	W and Design
Mexico	Application No. 162250 (Class 6)	Filed: 03/05/1993	WINDSOR
Spain	Registration No. 1,774,712 (Class 19)	Issued: 03/05/1996	W WINDSOR DOOR
Spain	Registration No. 1,774,711	Issued: 03/05/1996	W WINDSOR DOOR
France	Registration No. 93489311	Issued: 10/25/1993	WINDSOR
Germany	Registration No. 2,065,913	Issued: 05/27/1994	WINDSOR
Portugal	Application No. 14,858 (Class 19)	Issued: 05/18/1995	WINDSOR
Portugal	Application No. 14,857 in Class 6	Issued: 05/18/1995	WINDSOR and Design
Canada	Application No. 811,771	Filed: 05/03/1996	WINDSOR
	Registration No. TMA0495253	Registered: 05/27/98	
Portugal	Registration No. 293,659	Registered: 10/25/94	Windsor (Cl. 19)
Portugal	Registration No. 293,660	Registered: 10/25/94	Windsor (Class 6)

2. Grantor: Associated Building Systems, Inc.

Jurisdiction	Application No./ Registration No.	Issue/File/ Registration Date	<u>Mark</u>
United States	Registration No. 2,313,832	Registered: 2/1/2000	RAS and Design
United States	Registration No. 1,463,272	Registered: 11/03/1987	GULF STATES and Design
United States	Registration No. 1,702,824	Registered: 07/28/1992	GULF STATES and Design
United States	Registration No. 1,863,468	Registered: 11/22/1994	KIRBYLOK2000 and Design
United States	Registration No. 1,863,469	Registered: 11/22/1994	KIRBYLOK2000

3. Grantor: Magnatrax Corporation

Jurisdiction	Application No./ Registration No.	Issue/File/ Registration Date	<u>Mark</u>
United States	Application No. 76/187,509	Filed: 12/28/2000	MAGNATRAX
United States	Application No. 76/187,508	Filed: 12/28/2000	MAGNATRAX CORPORATION (stylized)
United States	Application No. 76/187,507	Filed: 12/28/2000	MAGNATRAN CORPORATION (stylized)
United States	Application No. 76/187,506	Filed: 12/28/2000	MAGNATRAN
United States	Application No. 76/187,505	Filed: 12/28/2000	MAGNATRAN LOGISTICS
Canada	Application No. 1,059,283	Filed 5/17/2000	MAGNATRAN LOGISTICS
Canada	Application No. 1,059,278	Filed 5/17/2000	MAGNATRAX
Canada	Application No. 1,059,277	Filed 5/17/2000	MAGNATRAX CORPORATION & DESIGN

Canada	Application No. 1,059,276	Filed 5/17/2000	MAGNATRAN CORPORATION & DESIGN
Canada	Application No. 1,059,275	Filed 5/17/2000	MAGNATRAN

4. Grantor: American Buildings Company

Jurisdiction	Application No./ Registration No.	<u>Issue/File/</u> <u>Registration Date</u>	<u>Mark</u>
United States	Application No. 78/082,682	Filed: 9/5/2001	TALON
United States	Application No. 75/747,458	Filed: 7/6/1999	SS&C
	Registration No. 2,412,067	Registered: 12/12/2000	

5. Grantor: Jenisys Engineered Products, Inc.

Jurisdiction	Application No./ Registration No.	Issue/File/ Registration Date	<u>Mark</u>
United States	Application No. 76/351,718 Registration No. 2,649,216	Filed: 12/21/2001	VICWEST
	Registration No. 2,049,210	Registered: 11/12/2002	
United States	Application No. 76/351,716	Filed: 12/21/2001	VICWEST & design
	Registration No. 2,649,215	Registered: 11/12/2002	
United States	Application No. 75/027,008	Filed: 12/4/1995	ULTRA-LOC
	Registration No. 2,068,742	Registered: 06/10/1997	
United States	Application No. 74/088,862	Filed: 08/17/1990	VICWEST STEEL
	Registration No. 1,669,134	Registered: 12/24/1991	U.S. OPERATIONS VW
Canada	Application Serial No. 1,012,873	Filed: 04/22/1999	JENISYS

Grantor: American Buildings Company

Tradenames:

- a) Republic Door
- b) Smith Door
- c) American Buildings Company
- d) Polymer Coil Coaters
- e) ABC Brokerage Co.
- f) American Buildings Storage Systems & Components
- g) American Buildings Roofing & Architectural Products
- h) American Buildings Company Heavy Fabrication Division
- i) American Modular Technologies
- j) American Residential and Light Gage Framing
- k) Windsor Door

Grantor: Republic Builders Products Company

RECORDED: 03/24/2003

Domain Name: republicdoor.com

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