



03-31-2003



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

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): 3-24-03

Magnatrx Corporation

- 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: January 29, 2003

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce (as Administrative Agent)

Street Address: 425 Lexington Avenue City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Canadian Chartered Bank

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) 76187505 76187508 76187506 76187509 76187507

B. Trademark Registration No.(s)

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

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140

- 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)

03/28/2003 TDIAZI 00000045 181843 76187505/ 01 FC:8121 40.00 CH 02 FC:8122 100.00 CH

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

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

3/21/03 Date

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

18

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) Grant of Security Interest. 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

NYA 585675.3

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"):

(i) 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) Continuing Security Interest. 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. Supplement to U.S. Guarantee and Collateral Agreement. 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. Representations and Warranties. 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 Schedule A.

Section 4. Further Acts. 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

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. Authorization to Supplement. 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 trademarks 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 Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A 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 Schedule A.

Section 6. Binding Effect. 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

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. Counterparts. 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. No Inconsistent Requirements. 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. Severability. 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. Notices. 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. Headings. 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.

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.}**

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: Bruce M. Zorich  
Name: BRUCE M. ZORICH  
Title: OFFICER

AMERICAN BUILDINGS COMPANY

By: Bruce M. Zorich  
Name: BRUCE M. ZORICH  
Title: OFFICER

ONEX ABCO LIMITED PARTNERSHIP

By: 1354495 Ontario, Inc.,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

AMERICAN BUILDINGS COMPANY  
INTERNATIONAL, INC.

By: Bruce M. Zorich  
Name: BRUCE M. ZORICH  
Title: OFFICER

AMT/BEAMAN CORPORATION

By: Bruce M. Zorich  
Name: BRUCE M. ZORICH  
Title: OFFICER

ASSOCIATED BUILDING SYSTEMS, INC.

By: Bruce M. Zorich  
Name: BRUCE M. ZORICH  
Title: OFFICER

NYA 585675.3

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: \_\_\_\_\_  
Name:  
Title:

AMERICAN BUILDINGS COMPANY

By: \_\_\_\_\_  
Name:  
Title:

ONEX ABCO LIMITED PARTNERSHIP

By: 1354495 Ontario, Inc.,  
its general partner

By: Donald F. West  
Name: DONALD F. WEST  
Title: REPRESENTATIVE

AMERICAN BUILDINGS COMPANY  
INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

AMT/BEAMAN CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ASSOCIATED BUILDING SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

NYA 585675.3

BLACK RAVEN ENTERPRISES LLC

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

JANNOCK, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

JANNOCK U.S.B.G., INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

JANNOCK VINYL GROUP, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

JENISYS ENGINEERED PRODUCTS, INC.  
(successor to VICWEST, Inc.)

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

MAGNATRAN CORPORATION

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

MAGNATRAN LOGISTICS, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

NYA 585675.3



MAGNATRAX FINANCE CO.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

REPUBLIC BUILDERS PRODUCTS COMPANY

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

RESCOM OVERHEAD DOORS, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

SMITH DOOR DISTRIBUTING INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

U.S. WESTEEL, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

WINDSOR DOOR, INC.

By: Bruce M. Zorich  
Name: **BRUCE M. ZORICH**  
Title: **OFFICER**

CANADIAN IMPERIAL BANK OF COMMERCE, as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

NYA 585675.3

MAGNATRAX FINANCE CO.

By: \_\_\_\_\_  
Name:  
Title:

REPUBLIC BUILDERS PRODUCTS COMPANY

By: \_\_\_\_\_  
Name:  
Title:

RESCOM OVERHEAD DOORS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SMITH DOOR DISTRIBUTING INC.

By: \_\_\_\_\_  
Name:  
Title:

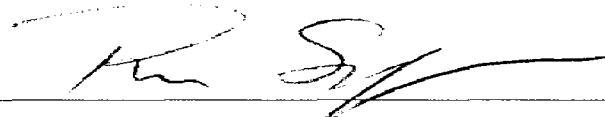
U.S. WESTEEL, INC.

By: \_\_\_\_\_  
Name:  
Title:

WINDSOR DOOR, INC.

By: \_\_\_\_\_  
Name:  
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as  
Administrative Agent

By:  \_\_\_\_\_  
Name:  
Title:


NYA 585675.3

TRADEMARK  
REEL: 002702 FRAME: 0020

ACKNOWLEDGMENT OF GRANTOR

STATE OF GA )  
COUNTY OF Winnet ) 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

NYA 585675.3

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO )  
 ) ss.  
COUNTY OF MARION )

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



Notary Public, State of Ohio  
Commission Expires  
12/31/2004

NYA 585675.3

Schedule A to Trademark Security Agreement

1. Grantor: Windsor Door, Inc.

<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Issue/File/ Registration Date</u>	<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  Registration No. TMA0495253	Filed: 05/03/1996  Registered: 05/27/98	WINDSOR
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.

<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Issue/File/ Registration Date</u>	<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: Magnatrx Corporation

<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Issue/File/ Registration Date</u>	<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

<u>Jurisdiction</u>	<u>Application No./ Registration No.</u>	<u>Issue/File/ 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 Registration No. 2,412,067	Filed: 7/6/1999 Registered: 12/12/2000	SS&C

5. Grantor: Jenisys Engineered Products, Inc.

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

Domain Name: republicdoor.com



**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE US LLP**

200 PARK AVENUE  
NEW YORK NY 10166 0153

TEL +1 212 878 8000  
FAX +1 212 878 8375  
www.cliffordchance.com



**Christine F. Benton**  
Trademark Paralegal

DIRECT TELEPHONE 212 878-8053  
DIRECT FACSIMILE 212 878-8375  
christine.benton@cliffordchance.com

March 21, 2003

VIA FEDERAL EXPRESS

Commissioner of Patents & Trademarks  
Assignment Division  
Washington, DC 20231

Re: Recordation of Security Interest in Trademarks  
Magnatrx Corporation/Canadian Imperial Bank of Commerce  
(Our Ref: 6544/21)

Dear Sir:

Enclosed please find a Recordation Form Cover Sheet with respect to the above-referenced recordation.

We believe that we have calculated the fee correctly on the Recordation Form Cover Sheet. However, should this amount prove deficient, please deduct any additional charges from our Deposit Account No. 18-1843.

Please contact the undersigned if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Christine F. Benton".

Christine F. Benton  
Trademark Paralegal

/cfb  
enclosure

NYA 596862.1

**TRADEMARK  
REEL: 002702 FRAME: 0027**



**CERTIFICATE OF MAILING**

BRIEF: SECURITY AGREEMENT

CONVEYING PARTY: **Magnatrax Corporation**

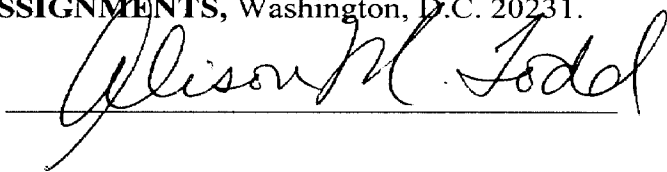
RECEIVING PARTY **Canadian Imperial Bank of Commerce**

DATE: March 21, 2003

FEDERAL EXPRESS NO. 7913 2934 7773

I hereby certify that the attached Recordation Form Cover Sheet is being deposited with the United States Postal Service as Federal Express Mail on March 21, 2003 in an envelope addressed to: Commissioner of Patent & Trademarks, **BOX ASSIGNMENTS**, Washington, D.C. 20231.

Dated: March 21, 2003

  
A handwritten signature in cursive script, reading "Alison M. Todd", written over a horizontal line.

NYA 596871.1

RECORDED: 03/24/2003

TRADEMARK  
REEL: 002702 FRAME: 0028