

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gentek Building Products, Limited		08/29/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, as adminstravtive agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	A national banking organization:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2706936	AMHERST
Registration Number:	1503931	ADVANTAGE
Registration Number:	1593047	ADVANTAGE
Registration Number:	1309643	CEDARWOOD
Registration Number:	1403757	CEDARWOOD
Registration Number:	2182235	
Registration Number:	2426917	
Registration Number:	2515846	COLOR CLEAR THROUGH
Registration Number:	2539266	COLOR CLEAR THROUGH
Registration Number:	2709166	CONCORD
Registration Number:	1231131	DRIFTWOOD
Registration Number:	2728990	DRIFTWOOD
Registration Number:	2706935	FAIR OAKS
Registration Number:	2178369	FAIRWEATHER
Registration Number:	2419250	GENTEK

OP \$665.00 2706936

Registration Number:	2182231	GENTEK
Registration Number:	2421398	GENTEK
Registration Number:	2125532	N A W
Registration Number:	2146866	NORTH AMERICAN WINDOWS
Registration Number:	2176755	OXFORD
Registration Number:	2734559	SEQUOIA SELECT
Registration Number:	1788166	SIGNATURE
Registration Number:	1281270	SIGNATURE
Registration Number:	1942268	SIGNATURE SUPREME
Registration Number:	1685992	STEELSIDE
Registration Number:	1109128	VIN-AL-WOOD

CORRESPONDENCE DATA

Fax Number: (312)706-8730
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7166
Email: cdore@mayerbrownrowe.com
Correspondent Name: Richard T. Ruzich
Address Line 1: P.O. Box 2828
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Richard T. Ruzich
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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2003 (this "Agreement"), is made between GENTEK BUILDING PRODUCTS, INC. (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 29, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, the Canadian Borrower, Holdings, the various financial institutions and other Persons as are or may become parties thereto, as Lenders, UBS AG, Stamford Branch, as U.S. Administrative Agent, UBS AG, Stamford Branch, as Canadian Term Administrative Agent, Canadian Imperial Bank of Commerce, as Canadian Revolving Administrative Agent, Credit Suisse First Boston, acting through its Cayman Islands Branch, as Syndication Agent, CIBC World Markets Corp., as Documentation Agent, and UBS Securities LLC and Credit Suisse First Boston Corporation, acting through its Cayman Islands Branch, as Joint Lead Arrangers, the U.S. Lenders have extended Commitments to make Loans to the U.S. Borrower and issue Letters of Credit for the account of the U.S. Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Supplement No. 2 to Subsidiary Security and Pledge Agreement, dated as of August 29, 2003, pursuant to which the Grantor agreed to become a Grantor under the U.S. Subsidiary Security and Pledge Agreement dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those registered in the United States Patent and Trademark Office and referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

GENTEK BUILDING PRODUCTS, INC.

By: 
Title:

UBS AG, STAMFORD BRANCH,
as U.S. Administrative Agent

By: _____
Title:

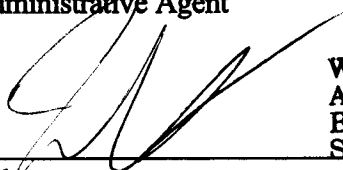
By: _____
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

GENTEK BUILDING PRODUCTS, INC.

By: _____
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By:  _____
Title: **Wilfred V. Saint
Associate Director
Banking Products
Services, US**

By:  _____
Title: **Juan Zuniga
Associate Director
Banking Products Services, US**

SCHEDULE I
to Trademark Security Agreement

United States Trademarks

Registered United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mark: AMHERST Goods: Vinyl siding.	Reg. No. 2,706,936	Reg. Date: 4/15/2003
Mark: ADVANTAGE Goods: Vinyl siding for use in the construction of buildings.	Reg. No. 1,503,931	Reg. Date: 9/13/1988
Mark: ADVANTAGE Goods: Vinyl windows and structural components thereof.	Reg. No. 1,593,047	Reg. Date: 4/24/1990
Mark: CEDARWOOD Goods: Aluminum siding for use in the construction of buildings.	Reg. No. 1,309,643	Reg. Date: 12/18/1984
Mark: CEDARWOOD Goods: Steel siding for use in the construction of buildings.	Reg. No. 1,403,757	Reg. Date: 8/5/1986
Mark: CHEVRON CHECK MARK DESIGN Goods: Wholesale outlets featuring building products.	Reg. No. 2,182,235	Reg. Date: 8/18/1998
Mark: CHEVRON CHECK MARK DESIGN Goods: Building materials made of metal, namely siding, roofing, doors and windows, in International Class 006; and building materials made of non-metallic materials, namely, siding, doors and windows, in International Class 019.	Reg. No. 2,426,917	Reg. Date: 2/6/2001
Mark: COLOR CLEAR THROUGH Goods: Vinyl building products, namely siding, soffit and trim coil.	Reg. No. 2,515,846	Reg. Date: 12/4/2001
Mark: COLOR CLEAR THROUGH Goods: Aluminum and steel building products, namely siding, soffit and trim coil.	Reg. No. 2,539,266	Reg. Date: 2/19/2002
Mark: CONCORD Goods: Vinyl siding and vinyl windows.	Reg. No. 2,709,166	Reg. Date: 4/22/2003

Mark: DRIFTWOOD	Reg. No. 1,231,131	Reg. Date: 3/15/1983
Goods: Vinyl siding for use in the construction of buildings.		
Mark: DRIFTWOOD	Reg. No. 2,728,990	Reg. Date: 8/19/2002
Goods: Vinyl coated steel siding.		
Mark: FAIR OAKS	Reg. No. 2,706,935	Reg. Date: 4/15/2003
Goods: Vinyl siding.		
Mark: FAIRWEATHER	Reg. No. 2,178,369	Reg. Date: 8/4/1998
Goods: Building materials, namely, soffit, made of non-metallic materials.		
Mark: GENTEK	Reg. No. 2,419,250	Reg. Date: 1/9/2001
Goods: Building materials made of metallic materials, namely, siding, soffit, fascia, moldings, trim, trim coil, gutter coil supports therefor; building materials made of non-metallic materials, namely, siding, soffit, moldings and trim.		
Mark: GENTEK & DESIGN	Reg. No. 2,182,231	Reg. Date: 8/18/1998
Goods: Wholesale outlets featuring building products		
Mark: GENTEK & DESIGN	Reg. No. 2,421,398	Reg. Date: 1/16/2001
Goods: Building materials made of metallic materials, namely, siding, soffit, fascia, moldings, trim coil and supports therefor; Building materials made of non-metallic materials, namely, siding, soffit, molding and trim.		
Mark: N A W & DESIGN (STYLIZED)	Reg. No. 2,125,532	Reg. Date: 12/30/1997
Goods: Windows made of non-metallic materials. Window Supply)		(Licensed to H-R
Mark: NORTH AMERICAN WINDOWS	Reg. No. 2,146,866	Reg. Date: 3/24/1998
Goods: Windows made of non-metallic materials. Window Supply)		(Licensed to H-R
Mark: OXFORD	Reg. No. 2,176,755	Reg. Date: 7/28/1998
Goods: Building materials namely soffit, made of non-metallic materials.		
Mark: SEQUOIA SELECT	Reg. No. 2,734,559	Reg. Date: 8/30/2002
Goods: Vinyl siding.		
Mark: SIGNATURE	Reg. No. 1,788,166	Reg. Date: 8/17/1993
Goods: Vinyl windows.		
Mark: SIGNATURE	Reg. No. 1,281,270	Reg. Date: 6/12/1984
Goods: Vinyl covered metal siding.		
Mark: SIGNATURE SUPREME	Reg. No. 1,942,268	Reg. Date: 12/19/1995

Goods: Vinyl siding.

Mark: STEELSIDE

Reg. No. 1,685,992

Reg. Date: 5/12/1992

Goods: Vinyl coated steel siding, soffit and structural components thereof.

Mark: VIN-AL-WOOD

Reg. No. 1,109,128

Reg. Date: 12/19/1978

Goods: Decorative aluminum sheet material—namely, aluminum siding.

17162432

RECORDED: 11/21/2003

TRADEMARK
REEL: 002751 FRAME: 0937