

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	COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	40 Dundas Street West, 5th floor
City:	Toronto, Ontario
State/Country:	ONTARIO
Postal Code:	M5L 1A2
Entity Type:	a Canadian chartered bank:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1421086	SNAPTRAK
Registration Number:	1220908	CLASSIC DOUBLE 5

CORRESPONDENCE DATA	
Fax Number:	(312)706-8730
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-7166
Email:	cdore@mayerbrownrowe.com
Correspondent Name:	Richard T. Ruzich
Address Line 1:	P.O. Box 2828
Address Line 4:	Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Richard T. Ruzich
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Total Attachments: 6
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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, LIMITED. (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with its successor(s) thereto in such capacity, the "Canadian Administrative Agent") for each of the Canadian Secured Parties.

WITNESSETH:

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 Canadian Lenders have extended Commitments to make Loans to the Canadian Borrower and issue Letters of Credit for the account of the Canadian Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Canadian Debenture, dated as of August 29, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Debenture");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 20 of the Debenture, the Grantor is required to execute and deliver this Agreement and to grant to the Canadian Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) as security for the payment of the "obligations secured" (as defined in the Debenture); 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 Canadian Secured Party (as defined in the Debenture), 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 Debenture or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Canadian Administrative Agent, for its benefit and the ratable benefit of each other Canadian 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 Canadian 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 Canadian Administrative Agent for its benefit and the ratable benefit of each other Canadian Secured Party under the Debenture. The Debenture (and all rights and remedies of the Canadian Administrative Agent and each Canadian 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 Canadian 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 Canadian 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 Canadian Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

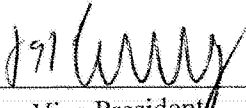
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

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, LIMITED

By: 
Title: Vice President

CANADIAN IMPERIAL BANK OF
COMMERCE, as Canadian Administrative Agent

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, LIMITED

By: _____
Title:

CANADIAN IMPERIAL BANK OF
COMMERCE, as Canadian Revolving
Administrative Agent

By: 
Title: **Warren Lobo**
Director


Iain MacInnis
Executive Director

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: SNAPTRACK Goods: Vinyl plastic components for assembling ceiling panel supports, namely, track joiner clips and track support clips.	Reg. No. 1,421,086	Reg. Date: 12/16/1986
Mark: CLASSIC DOUBLE 5 Goods: Vinyl siding and accessories, namely, channel, corners, strip, trim and caps.	Reg. No. 1,220,908	Reg. Date: 12/21/1982

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