

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Associated Building Systems, Inc.		01/20/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Canadian Imperial Bank of Commerce
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2313832	RAS
Registration Number:	1863468	KIRBYLOK2000
Registration Number:	1863469	KIRBYLOK2000
Registration Number:	1463272	GULF STATES

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128788300  
 Email: trademark.group@cliffordchance.com  
 Correspondent Name: Melissa Scanzillo  
 Address Line 1: 200 Park Avenue  
 Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:	6544-21
NAME OF SUBMITTER:	Melissa Scanzillo

Total Attachments: 9

**900004709**

**TRADEMARK  
 REEL: 002783 FRAME: 0020**

**CH \$115.00 2313832**

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of January 20, 2004 (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 CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as Administrative Agent (the "Administrative Agent"), for the ratable benefit of itself and the other Secured Parties. Capitalized terms not defined herein shall have the meanings set forth in the Security and Pledge Agreement (as defined herein).

**WITNESSETH:**

**WHEREAS**, the Grantors have made and entered into that certain Credit and Guaranty Agreement, dated as of January 20, 2004 (as amended, amended and restated, supplemented, or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") with the Lenders referred to therein (the "Lenders") and the Administrative Agent, pursuant to which the Grantors have guaranteed the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, the Grantors have made and entered into that certain Security and Pledge Agreement, dated as of January 20, 2004 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security and Pledge Agreement"), pursuant to which the Grantors have granted, pledged, assigned and hypothecated to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, a continuing security interest in all right, title and interest of the Grantors in and to, among other things, the Trademark Collateral (as defined herein) as security for the Secured Obligations.

**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 Secured Obligations, each of the Grantors hereby assigns, transfers and conveys in each case as collateral security to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, and grants a continuing security interest in and mortgage to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, of all of such Grantor's 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 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 Security and Pledge Agreement.

Section 2. Supplement to Security and Pledge 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 itself and the other Secured Parties, under the Security and Pledge Agreement or other security documents referred to therein. The rights and remedies of the Administrative Agent and the other Secured Parties, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge 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 Secured Parties, that a true and correct list of all of the existing Trademark Collateral consisting of 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 itself and the other Secured Parties, 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 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 other Secured Parties 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 Security and Pledge 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 Security and Pledge 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 Security and Pledge 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 Security and Pledge 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 Security and Pledge 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.

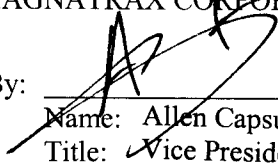
Section 12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security and Pledge Agreement.

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.

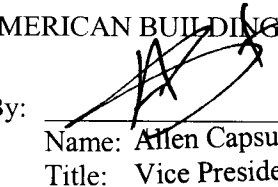
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

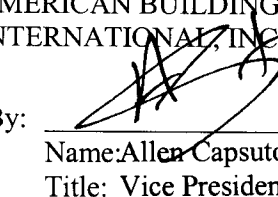
MAGNATRAX CORPORATION

By:   
Name: Allen Capsuto  
Title: Vice President

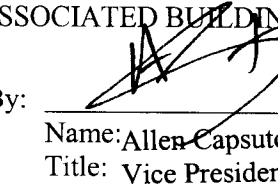
AMERICAN BUILDINGS COMPANY

By:   
Name: Allen Capsuto  
Title: Vice President

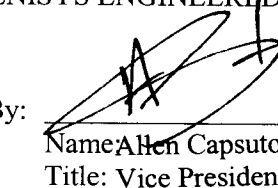
AMERICAN BUILDINGS COMPANY  
INTERNATIONAL, INC.

By:   
Name: Allen Capsuto  
Title: Vice President

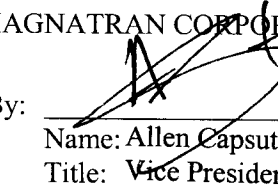
ASSOCIATED BUILDING SYSTEMS, INC.

By:   
Name: Allen Capsuto  
Title: Vice President

JENISYS ENGINEERED PRODUCTS, INC.

By:   
Name: Allen Capsuto  
Title: Vice President

MAGNATRAN CORPORATION

By:   
Name: Allen Capsuto  
Title: Vice President

MAGNATRAN LOGISTICS, INC.

By: \_\_\_\_\_

Name: Allen Capsuto

Title: Vice President

U.S. WESTEEL, INC.

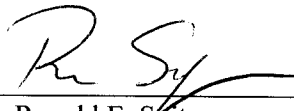
By: \_\_\_\_\_


Name: Allen Capsuto

Title: Vice President



CANADIAN IMPERIAL BANK OF COMMERCE, as  
Administrative Agent

By:   
Name: Ronald E. Spitzer  
Title: Authorized Signatory

By:   
Name: Charles D. Mulkeen  
Title: Authorized Signatory

## TRADEMARKS

Grantor	Trademark	Date Granted	Registration No. and Jurisdiction
Associated Building Systems, Inc.	RAS (stylized)	Filed: 10/29/1998 Registered: 02/01/2000	U.S. Trademark Registration No. 2,313,832 U.S. Trademark Serial No. 75579369
Associated Building Systems, Inc.	KIRBYLOK2000	Filed: 02/20/1990 Registered: 11/22/1994	U.S. Trademark Registration No. 1,863,468 U.S. Trademark Serial No. 74030921
Associated Building Systems, Inc.	KIRBYLOK2000	Filed: 02/20/1990 Registered: 11/22/1994	U.S. Trademark Registration No. 1,863,469 U.S. Trademark Serial No. 74030922
Associated Building Systems, Inc.	GULF STATES and Design	Filed: 08/25/1986 Registered: 11/03/1987	U.S. Trademark Registration No. 1,463,272 U.S. Trademark Serial No. No. 73616321
American Buildings Company	TALON*	Filed: 09/05/2001 Published: 02/18/2003	U.S. Trademark Serial No. 78 082682
American Buildings Company	SS&C	Filed: 07/06/1999 Registered: 12/12/2000	U.S. Trademark Registration No. 2,412,067 U.S. Trademark Serial No. 75747458
Jenisys Engineered Products, Inc.	JENISYS	Filed: 04/22/1999	Canadian Trademark Serial No. 1,012,873
Jenisys Engineered Products, Inc.	ULTRA-LOC	Filed: 12/04/1995 Published: 03/18/1997 Registered: 06/10/1997	U.S. Trademark Registration No. 2,068,742 U.S. Trademark Serial No. 75027008
Jenisys Engineered Products, Inc.	VALLEY ROLLING MILLS	Registered: 02/08/1990	Oregon State Trademark Registration No. T24,034
MAGNATRAX Corporation	MAGNATRAN CORPORATION	Filed: 12/28/2000 Published: 10/30/2001	U.S. Trademark Registration No. 2693926 U.S. Trademark Serial

\* The federal trademark referenced has been abandoned. American Buildings Company currently has common law rights with respect to this mark and intends to re-register it with the U.S. Patent and Trademark Office.

<b>Grantor</b>	<b>Trademark</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>
	(stylized)	Registered: 03/04/2003	No. 76187507
MAGNATRAX Corporation	MAGNATRAN LOGISTICS	Filed: 12/28/2000 Published: 10/30/2001 Registered: 03/04/2003	U.S. Trademark Registration No. 2693925 U.S. Trademark Serial No. 76187505
MAGNATRAX Corporation	MAGNATRAX CORPORATION	Filed: 12/28/2000 Published: 10/30/2001 Registered: 03/18/2003	U.S. Trademark Registration No. 2698423 U.S. Trademark Serial No. 76187508
MAGNATRAX Corporation	MAGNATRAX	Filed: 12/28/2000 Published: 10/30/2001 Registered: 02/25/2003	U.S. Trademark Registration No. 2691493 U.S. Trademark Serial No. 76187509
MAGNATRAX Corporation	MAGNATRAN	Filed: 12/28/2000 Published: 10/30/2001 Registered: 02/25/2003	U.S. Trademark Registration No. 2691492 U.S. Trademark Serial No. 76187506
MAGNATRAX Corporation	VALLEY ROLLING MILLS	Filed: 04/17/2003 Published: 11/11/2003	U.S. Trademark Serial No. 78238955
MAGNATRAX Corporation	MAGNATRAN LOGISTICS	Filed: 05/17/2000 Published: 04/30/2003 Registered: 09/22/2003	Canadian Trademark Registration No. TMA 590408
MAGNATRAX Corporation	MAGNATRAX	Filed: 05/17/2000 Published: 04/02/2003	Canadian Trademark Registration No. TMA 586485
MAGNATRAX Corporation	MAGNATRAX CORPORATION & DESIGN	Filed: 05/17/2000 Published: 04/02/2003 Registered: 08/01/2003	Canadian Trademark Application No. 1059277
MAGNATRAX Corporation	MAGNATRAX CORPORATION & DESIGN	Filed: 05/17/2000 Published: 11/12/2003	Canadian Trademark Application No. 1059276
MAGNATRAX Corporation	MAGNATRAN	Filed: 05/17/2000	Canadian Trademark Application No. 1059275
MAGNATRAX Corporation	MAGNATRAX	Filed: 05/17/2000 Published: 04/02/2003 Registered: 08/01/2003	Canadian Trademark Registration No. TMA 586475
MAGNATRAX Corporation	MAGNATRAX	Filed: 05/18/2000 Published: 03/01/2002	Benelux Trademark Registration No. 698109
MAGNATRAX Corporation	MAGNATRAX	Filed: 05/18/2000 Published: 03/01/2002	Benelux Trademark Registration No. 698110