

02-13-2004



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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):

Associated Building Systems, Inc.,
a Delaware corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: 1/20/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: Lee Farm Corporation Park

Street Address: 83 Wooster Heights Road

City: Danbury State: CT Zip: 06810

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

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) _____

B. Trademark Registration No.(s) 2,313,832;

1,863,468; 1,863,469, 1,463,272

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Husch & Eppenberger, LLC

Internal Address: Attn: Lisa Robison

Street Address: 1200 Main, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Lisa Robison

Name of Person Signing

Lisa Robison

Signature

January 26, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/12/2004 MGETACHE 00000041 2313832

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

Refund Ref: 02/12/2004 MGETACHE 0000134018

CHECK Refund Total: \$25.00

TRADEMARK
REEL: 002912 FRAME: 0784

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2004, by ASSOCIATED BUILDING SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

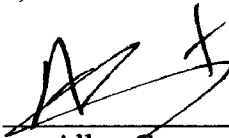
(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

**ASSOCIATED BUILDING SYSTEMS,
INC.,** a Delaware corporation

By: 
Name: Allen Capsuto
Title: Vice President

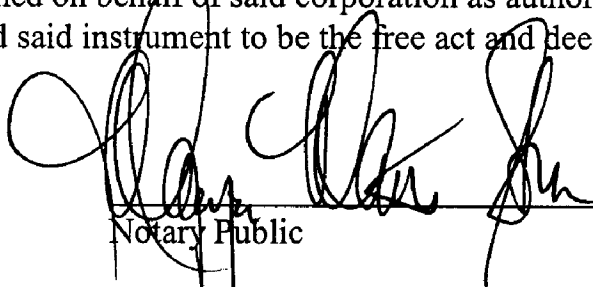
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 9th day of January, 2004 before me personally appeared Allen Capsuto, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ASSOCIATED BUILDING SYSTEMS, INC., 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 its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

MAJORIE MAXIN STERN
Notary Public, State of New York
No. 01ST4779256
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Oct. 31, 2005

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: Ade Smisor
Name: Ade Smisor
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002912 FRAME: 0789

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
RAS (stylized)	Filed: 10/29/1998 Registered: 02/01/2000	U.S. Trademark Registration No. 2,313,832 U.S. Trademark Serial No. 75579369
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. 73616321
KIRBYLOCK2000	Filed: 02/20/1990 Registered: 11/22/1994	U.S. Trademark Registration No. 1,863,468 U.S. Trademark Serial No. 74030921
KIRBYLOK2000	Filed: 02/20/1990 Registered: 11/22/1994	U.S. Trademark Registration No. 1,863,469 U.S. Trademark Serial No. 74030922