

03-10-2004



ET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner

102689963

ached original documents or copy thereof.

1. Name of conveying party(ies):

Kroy Building Products, Inc.

- ☐ 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: 02/12/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal

Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06912

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

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) _____

SEE ATTACHED EXHIBIT A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Tonya Chapple

Internal Address:

clo csc

Street Address: 50 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$105.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

TRADEMARK FEE PROCESS
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TRADEMARK OFFICE

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9. Signature.

Maureen P. Murphy

Name of Person Signing

Signature

February 23, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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



03-01-2004

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks	Reg. No.	Serial No.
CLASSIC MANOR	2,464,125	75398202
Fence (design only)		76/068882
Fence (design only)		76/279558
FENCE RAIL	NY	
FENCE RAIL	UTAH 4861714	n/a
FENCE RAIL	UTAH 4861574	n/a
FENCE RAIL (EXTERIOR SURFACE)	PENN 3055262	n/a
FENCE RAIL (EXTERIOR SURFACE)	UTAH 5078901	n/a
FENCE RAIL (INSIDE AND OUTSIDE SHAPE)	TEXAS 1167831316	11678313
FENCE RAIL (OUTSIDE SHAPE ONLY)	TEXAS 1167831216	11678312
ITS A SNAP	2,553,082	75574783
KROY		76/389461
TIMBERLAST	2,436,296	75662170

Exhibit A

U.S. TRADEMARKS OWNED BY KROY BUILDING PRODUCTS, INC.

TRADEMARK REGISTRATIONS:

OWNER	MARK	REGISTRATION NUMBER	COUNTRY
Kroy Building Products, Inc.	CLASSIC MANOR	2,464,125	USA
Kroy Building Products, Inc.	ITS A SNAP	2,553,082	USA
Kroy Building Products, Inc.	TIMBERLAST	2,436,296	USA

TRADEMARK APPLICATIONS:

OWNER	MARK	APPLICATION NUMBER	COUNTRY
Kroy Building Products, Inc.	Fence (design only)	76/068882	USA
Kroy Building Products, Inc.	Fence (design only)	76/279558	USA
Kroy Building Products, Inc.	KROY	76/389461	USA

Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of February 12, 2004, by Kroy Building Products, Inc., (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a U.S. Security Agreement of even date herewith (the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark U.S. Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark U.S. Security Agreement.

[signature page follows]

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

Very truly yours,

KROY BUILDING PRODUCTS, INC.

By: Lee D. Meyer
Name: LEE D. MEYER
Title: Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

Very truly yours,

KROY BUILDING PRODUCTS, INC.

By: _____

Name:

Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Barbara Ezell-McMichael

Name:

Title:

Barbara Ezell-McMichael
Associate Director
Banking Products Services US

By: _____

Name:

Title:

Wilfred V. Saint
Associate Director
Banking Products
Services US

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TRADEMARK SECURITY AGREEMENT
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