Form PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

09-14-2004

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ABLECO FINANCE LLC

8-27-04

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: PATRIARCH PARTNERS AGENCY SERVICES, LLC
Internal Address: SUITE 700
Street Address: 112 SO. TRYON STREET
City: CHARLOTTE State: NC Zip: 28284

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other OF SECURITY INTEREST IN TRADEMARKS

Execution Date: 7/29/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,312,036 & 2,341,003

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: TONYA CHAPPLE
Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

TONYA CHAPPLE — Name of Person Signing
Tonya Chapple — Signature
8/25/04 — Date

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

09/13/2004 DBYRNE 00000067 2312036
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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

08-27-2004
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #39

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is dated as of July 29, 2004 and made by Ableco Finance LLC, as the belo-defined Prior Collateral Agent (in such capacity, the "Assignor"), in favor of Patriarch Partners Agency Services, LLC, as the below-defined Successor Collateral Agent (in such capacity, the "Assignee").

WHEREAS, W. W. HOLDINGS, LLC, an Ohio limited liability company (the "Parent"), certain of Parent's subsidiaries, the lenders from time to time (prior to the date of the below-defined Assignment Agreements) party thereto (each a "Prior Lender" and collectively, the "Prior Lenders"), Ableco Finance LLC, as administrative agent for the Prior Lenders (in such capacity, the "Prior Administrative Agent"), and Ableco Finance LLC, as collateral agent for the Prior Lenders (in such capacity, "Prior Collateral Agent"), entered into that certain Financing Agreement, dated as of April 9, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date of the below-defined Assignment Agreements, the "Prior Financing Agreement");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 9, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Prior Trademark Security Agreement"), between Assignor and Builders Specialties & Hardware LLC ("Builders"), Builders granted to Assignor a first priority security interest in all of its trademarks and trademark applications;

WHEREAS, pursuant to those certain assignment and acceptance agreements, dated as of June 2, 2004 (collectively, the "Assignment Agreements"), among the Prior Lenders and Zohar CDO 2003-1, Limited ("Zohar"), the Prior Lenders assigned to Zohar all of their right, title and interest in and to the Loan Documents (as such term is defined in the Prior Financing Agreement);

WHEREAS, pursuant to that certain letter agreement, dated as of June 2, 2004 (the "Letter Agreement"), among Prior Administrative Agent, Prior Collateral Agent, Assignee, Zohar, Parent, and certain of Parent's subsidiaries, among other things, Prior Administrative Agent resigned as the administrative agent for the Prior Lenders, Prior Collateral Agent resigned as the collateral agent for the Prior Lenders, Zohar appointed Patriarch Partners Agency Services, LLC, as the successor administrative agent and as the successor collateral agent (in such capacity, the "Successor Collateral Agent"), and Assignee accepted each such appointment;

WHEREAS, pursuant to that certain First Amended and Restated Financing Agreement, dated as of the date hereof, among Builders, the other borrowers signatory thereto, the guarantors signatory thereto, Zohar CDO 2003-1, Limited, as lender (together with any other persons that become lenders thereunder, collectively, the "Lenders"), and Assignee, Assignee was appointed as agent on behalf of the Lenders;

WHEREAS, in furtherance of the Letter Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest under the Prior Trademark Security Agreement, including, without limitation, its right, title and interest in the trademarks and trademark applications listed on Exhibit A attached hereto (collectively, the "Trademark Rights"); and

WHEREAS, the parties now wish to effectuate the assignment of the Trademark Rights from Assignor to Assignee by filing this Assignment with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants and transfers unto Assignee, without any representation or warranty of any kind or nature, the Trademark Rights.

Assignor hereby authorizes the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Trademark Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Trademarks as of the date first above written.

ABLECO FINANCE LLC,
as Assignor

By:_____
Name: Daniel Wolf
Title: Senior Vice President

Exhibit A

TRADEMARK RIGHTS

SCHEDULE A
TRADEMARKS

Company	Trademark	Registration Number	Registration Date	Expiration Date
Builders Specialties	BSH	U.S. Reg. 2,312,036	January 25, 2000	January 25, 2010
Builders Specialties	BUILDERS SPECIALTIES & HARDWARE	U.S. Reg. 2,341,003	April 11, 2000	April 11, 2010