

9-28-04

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



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

102846014

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

1. Name of conveying party(ies): Huttig Building Products, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: LaSalle Bank National Association Internal Address: as Administrative Agent Street Address: One North Brentwood, Suite 950 City: St. Louis State: MO Zip: 63105 [] Individual(s) citizenship [x] Association National Banking Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other 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: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 9/24/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Schedule A attached hereto and made a part hereof. Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Terri Branson Internal Address: Lewis, Rice & Fingersh, L.C. Street Address: 500 N. Broadway, Suite 2000 City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41) \$ 315.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Terri Branson Name of Person Signing [Signature] Signature 9/27/04 Date [7] Total number of pages including cover sheet, attachments, and document:

09/29/2004 6TON11 00000072 72153566 01 FC:8521 02 FC:8522 40.00 OP 275.00 OP

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

TRADEMARK REEL: 003052 FRAME: 0306

SCHEDULE 1**Trademarks, Trademark Applications And Trademark Licenses**

Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
US	ARMA-SEAL AND DESIGN	Registered	72/153566	20-Sep-62	766167	10-Mar-64
US	BUILDER RESOURCE AND LOGO	Registered	76/083436	06-Jul-00	2527041	08-Jan-02
US	EAGLE GRIP	Registered	75/453449	19-Mar-98	2611068	27-Aug-02
US	EAGLE GRIP AND DESIGN	Registered	75/453416	19-Mar-98	2361185	06-27-00
US	HUTTIG (STYLIZED)	Registered	75/295389	21-May-97	2264012	27-Jul-99
US	HUTTING BUILDING PRODUCTS	Registered	75/555909	21-Sep-98	2372105	01-Aug-00
US	HUTTIG BUILDING PRODUCTS AND DESIGN	Registered	75/555908	21-Sep-98	2337666	04-Apr-00
US	HUTTIG (STYLIZED) Label	Registered	75/295386	21-May-97	2221229	02-Feb-99
US	HUTTIG SASH & DOOR COMPANY	Registered	75/295388	21-May-97	2213955	29-Dec-98
US	MISCELLANEOUS DESIGN (EAGLE)	Registered	75/453415	19-Mar-98	2253302	15-Jun-99
US	PGL	Registered	73/073841	09-Jan-76	1047702	07-Sep-76
US	PGL	Registered	73/211633	16-Apr-79	1150077	31-Mar-81
Florida	WINDOW AND DOOR SOURCE**	Registered			T99000000288*	09-Mar-99

Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
Georgia	WINDOW AND DOOR SOURCE	Registered			S17628*	11-Feb-99
--	MALLCO	Not registered	--	N/A	N/A	--

*Registered in name of Huttig Sash & Door Company

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September ~~17~~, 2004, by HUTTIG BUILDING PRODUCTS, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its Subsidiaries.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a lien and security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Company Obligations, Grantor Obligations and all other amounts owing by the Grantor under the Credit Agreement and the Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing lien and 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or impairment of goodwill of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

The liens and security interests granted herein are in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HUTTIG BUILDING PRODUCTS, INC.

By: *Thomas S. McHugh*
Name: Thomas S. McHugh
Title: Vice President-Finance, Treasurer and Chief Financial Officer

Acknowledged:

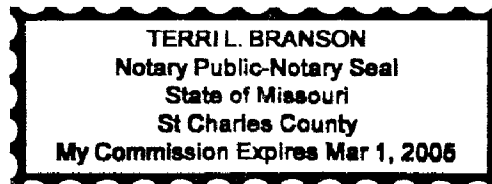
LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: *David Vande Ven*
Name: David Vande Ven
Title: Assistant Vice President

STATE OF MISSOURI)
) ss
City OF ST. LOUIS)

On this 24th day of September, 2004, before me personally appeared Thomas S. McHugh whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the Vice President-Finance, Treasurer and Chief Financial Officer of the Grantor, and that he executed the above instrument; and that he signed his name thereto by authority of the board of directors of Grantor and of his free will.

Terril L. Branson
Notary Public



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