

## 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
AlSCO Metals Corporation		01/21/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Term B Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78406354	DYMALAR
Serial Number:	78406355	GUTTER-TUFF
Serial Number:	78451113	FLOAT-LOK
Registration Number:	2843080	CEDAR SUPREME
Registration Number:	2942166	ASHBROOKE

## CORRESPONDENCE DATA

Fax Number: (312)863-7865

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Sharon Patterson

900023615

TRADEMARK  
REEL: 003072 FRAME: 0502

OP \$140.00 78406354

Signature:

/sharon patterson/

Date:

04/25/2005

Total Attachments: 4

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**AMENDMENT NO. 1 TO  
TRADEMARK MORTGAGE**

THIS **AMENDMENT NO. 1 TO TRADEMARK MORTGAGE** (this "Amendment") to that certain Trademark Mortgage dated as of May 29, 2003 (the "Mortgage") made by **ALSCO METALS CORPORATION**, a Delaware corporation ("Borrower") in favor of **WELLS FARGO FOOTHILL, INC.** (formerly, Foothill Capital Corporation), a California corporation ("Agent"), as administrative agent for the Lenders (as defined below) is made as of January 21, 2005.

WHEREAS, pursuant to that certain Loan and Mortgage dated as of May 29, 2003, as it may be amended from time to time, among Borrower, the lenders from time to time party thereto ("Lenders") and Agent, Lenders have agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of Borrower's assets, including, without limitation, its Trademarks (as defined in the Mortgage);

WHEREAS, since the date of Borrower's execution of the Mortgage, Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, the parties agree to amend the Mortgage to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Mortgage as follows:

1. Exhibits. Schedule A as referred to in the Mortgage shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks listed on Amendment No. 1 to Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Mortgage shall remain in full force and effect as executed.

3. Counterparts. This Amendment maybe executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**ALSCO METALS CORPORATION**

By William J. East  
Title CFO

Agreed and Accepted this  
\_\_\_\_ day of January, 2005

**WELLS FARGO FOOTHILL, INC., as Agent**

By \_\_\_\_\_  
Title \_\_\_\_\_

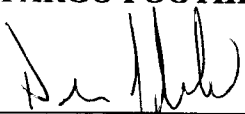
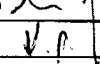
IN WITNESS WHEREOF, Borrower and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**ALSCO METALS CORPORATION**

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted this  
22<sup>nd</sup> day of January, 2005

**WELLS FARGO FOOTHILL, INC., as Agent**

By  \_\_\_\_\_  
Title  \_\_\_\_\_

**AMENDMENT NO. 1 TO SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CEDAR SUPREME	2,843,080	5/18/04
ASHBROOKE	2,942,166	4/19/05

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
DYMALAR	78/406,354	4/22/04
GUTTER-TUFF	78/406,355	4/22/04
Float-Lok	78/451,113	7/15/04