

11-30-2004

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

11/24/04

1. Name of conveying party(ies):

C.H.I. Overhead Doors, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other 2nd Lien Pledge and Security Agmt.
- Merger
- Change of Name

Execution Date: 10/22/04

2. Name and address of receiving party(ies)

Name: UBS AG

Internal

Address: Stamford Branch

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06912

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

OFFICE OF PUBLIC RECORDS
2004 NOV 24 AM 9:42
FINANCE SECTION

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

A. Trademark Application No.(s) _____
78/446,093 and 78/477/033

B. Trademark Registration No.(s) _____
2,615,051

Additional number(s) attached Yes No

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

Name: Mike Williams, Esq.

Internal Address: c/o Latham & Watkins

Street Address: 633 West Fifth Street
Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto, Trademark Paralegal

Name of Person Signing

Signature

November 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: **6**

11/29/2004 GTDN11 00000057 78446093

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

01 FC:8521 40.00 OP
02 FC:8522 50.00 CP

TRADEMARK
REEL: 003084 FRAME: 0184

Trademark Security Agreement

Trademark Security Agreement, dated as of October 22, 2004, by C.H.I. OVERHEAD DOORS, INC. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor is party to a Second Lien Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark 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 the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. (a) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise determine.

(b) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Trademark Security Agreement to a "first priority lien" or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of the First Lien Claimholders.

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 Security Agreement.

[signature page follows]

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

Very truly yours,

C.H.I. OVERHEAD DOORS, INC.

By: James L. Overholt
Name: James L. Overholt
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

Very truly yours,

C.H.I. OVERHEAD DOORS, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

Wilfred V. Sain
Director
Banking Products
Services, US

By: _____
Name: Joselin Fernandes
Title: Associate Director
Banking Products
Services, US

Schedule I
Trademark Registrations and Trademark Applications

- (1) C.H.I. Rolling Steel Doors – trademark registration number 2615051 filed September 10, 2001, registered September 3, 2002.
- (2) The Company is in the process of seeking a registered trademark for a new name “Nexdoor” (Application Number 78/446,093) for use in marketing (most likely for OEM sections only business).
- (3) The Company is in the process of seeking a registered trademark for a new name "C.H.I. Overhead Doors" (Application Number 78/477,033) for use in marketing.

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