

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Amerimax Building Products, Inc. | | 06/29/2005 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation | | |
| Street Address: | 299 Park Ave | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10171 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2752081 | MAXX-BAY | |
| Registration Number: | 2718014 | MAXX-BRITE | |
| Registration Number: | 2633076 | MAXX-BOARD | |
| Registration Number: | 2667108 | MAXX-ALUM | |
| Registration Number: | 2696416 | MAXX-CORR LITE | |
| Registration Number: | 2633075 | MAXX-CORR | |
| Registration Number: | 2931322 | MAXX PANELS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Julie L. Dalke | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

OP \$190.00 2752081

| | |
|--------------------|-------------|
| NAME OF SUBMITTER: | Anna T Kwan |
| Signature: | /atk/ |
| Date: | 08/08/2005 |

Total Attachments: 13

source=FirstLien#page1.tif
source=FirstLien#page2.tif
source=FirstLien#page3.tif
source=FirstLien#page4.tif
source=FirstLien#page5.tif
source=FirstLien#page6.tif
source=FirstLien#page7.tif
source=FirstLien#page8.tif
source=FirstLien#page9.tif
source=FirstLien#page10.tif
source=FirstLien#page11.tif
source=FirstLien#page12.tif
source=FirstLien#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of June 29, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION ("GECC")**, as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, **EURAMAX INTERNATIONAL, INC.**, a Delaware Corporation ("**Company**"), **EURAMAX HOLDINGS LIMITED**, a company organized under the laws of England and Wales, **EURAMAX INTERNATIONAL HOLDINGS B.V.**, a company organized under the laws of The Netherlands, **EURAMAX NETHERLANDS B.V.**, a company organized under the laws of The Netherlands, **EURAMAX EUROPE B.V.**, a company organized under the laws of The Netherlands, certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Joint Lead Arranger, Joint Bookrunner and Syndication Agent, **CREDIT SUISSE**, as Joint Lead Arranger and Joint Bookrunner, **GECC**, as U.S. Administrative Agent, European Administrative Agent, Collateral Agent and U.K. Trustee, and **LASALLE NATIONAL ASSOCIATION**, as Documentation Agent, have entered into a First Lien Credit and Guaranty Agreement, dated as of June 29, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Pledge and Security Agreement, dated as of June 29, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in

Schedule 1 excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture,

use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

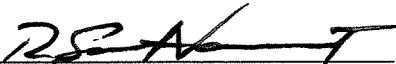
Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

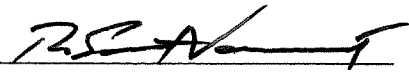
EURAMAX INTERNATIONAL, INC.

By: 
Name:
Title:

AMERIMAX BUILDING PRODUCTS, INC.
AMERIMAX DIVERSIFIED PRODUCTS, INC.
AMERIMAX FABRICATED PRODUCTS, INC.
AMERIMAX FINANCE COMPANY, INC.
AMERIMAX HOME PRODUCTS, INC.
AMERIMAX RICHMOND COMPANY
FABRAL HOLDINGS, INC.
FABRAL, INC.
GUTTER ACQUISITION, INC.

By: 
Name:
Title:

**BERGER BUILDING PRODUCTS, INC.
BERGER HOLDINGS, LTD.**

By: 
Name:
Title:

AMERIMAX UK, INC.

By: DMG
Name:
Title:

(FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT)

NY1022579

TRADEMARK
REEL: 003137 FRAME: 0009

SCHEDULE 1
TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

(A) **Copyrights**

None.

(B) **Patents**

1. Amerimax Building Products, Inc.

| <u>Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Issue Date / Filing Date</u> |
|--------------------------------------|---------------------|-----------------------------------|-------------------------------------|
| Recreational Vehicle Door | US | 6334277 | 1/1/2002 |
| Reinforced Siding Panel | US | 4718214 | 1/12/1988 |
| Production of Versatile Channel Coil | US | 10/615493 | 7/8/2003 |
| Alufiber - Patent Pending | | | |

2. Amerimax Diversified Products, Inc.

| <u>Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Issue Date / Filing Date</u> |
|--|---------------------|-----------------------------------|-------------------------------------|
| Apparatus and Method of Manufacturing Expanded Sheet Metal | US | 6629016 | 9/30/2003 |
| Gutter Shingles | US | 10/829,748 | 9/17/2004 |
| Repositionable Flexible Downspout Extension | US | 5813701 | 9/29/1998 |
| Repositionable Flexible Downspout Extension | US | 5915735 | 6/29/1999 |
| Repositionable Flexible Downspout Extension | US | 6041825 | 3/28/2000 |
| Repositionable, Flexible and Extendible Connector | US | 6223777 | 5/1/2001 |
| Underdeck Drainage | US | 60/536,174 | 4/16/2004 |
| Underdeck Drainage | US | 10218-47162 | 1/11/2005 |
| Cover Member for Rain Gutters | US | 4604837 | 8/12/1986 |
| Leaf Deflecting Cover Device | US | 5181350 | 1/26/1993 |
| Leaf Deflecting Cover Device | US | 5375379 | 12/27/1994 |
| Leaf Deflecting Cover Device | US | 5459965 | 10/24/1995 |
| "Turner" Gutter Guard | US (EXPIRED) | 3420378 | 1/7/1969 |
| Locking gutter screen hinge | US (EXPIRED) | 4307976 | 12/29/1981 |

3. Amerimax Home Products, Inc.

| <u>Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Issue Date / Filing Date</u> |
|--|---------------------|-----------------------------------|-------------------------------------|
| Gutter Guard Screen Support Clip | US | 5044581 | 9/3/1991 |
| Gutter Guard Ferrule | US | 5228247 | 7/20/1993 |
| Scalloped Patio Paving Block | US | D461011 | 7/30/2002 |
| Sculpted Patio Paving Block | US | D466230 | 11/26/2002 |
| Patio Paving Block | US | D457970 | 5/28/2002 |
| Patio Paving Block and Stabilizing Device Assembly | US | D457254 | 5/14/2002 |
| Star Shaped Snowguard | US | D499331 | 12/7/2004 |
| Half-moon Shaped Snowguard | US | D495595 | 9/7/2004 |
| Clover Leaf Shaped Snowguard | US | D494461 | 8/17/2004 |
| Gutter Guard Screen Support Clip | CANADA | 2054447 | 12/24/2002 |

4. Fabral, Inc.

| <u>Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Issue Date / Filing Date</u> |
|---|---------------------|-----------------------------------|-------------------------------------|
| Roof System and Panel Therefor ¹ | US | 5881501 | 3/16/1999 |
| Building Panel Assembly | US | 5295338 | 3/22/1994 |
| Standing Seam Roofing/Cladding System | US | 5187911 | 2/23/1993 |
| Roofing/Cladding System | US | 5152115 | 10/06/1992 |
| Building Panel Assembly | CANADA | 2085499 | 7/9/1993 |
| Building Panel Assembly | MX | 183372 | 7/1/1993 |

5. Gutter World, Inc.

| <u>Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Issue Date / Filing Date</u> |
|---|---------------------|-----------------------------------|-------------------------------------|
| Repositionable Flexible Downspout Extension | CA | 2186931 | 6/12/2001 |

6. Berger Building Products, Inc.

(Formerly Berger Financial Corp.; Merger of Berger Financial Corp. into Berger Bros. Company filed with the United States Patent and Trademark Office ("USPTO") on March 21, 2005; April 8, 2005 name change to Berger Building Products, Inc. was filed with the USPTO.)

| <u>Patent Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Filing Date / Issue Date</u> |
|--------------------------|---------------------|-----------------------------------|---------------------------------|
| Snowbrake | US | 5,282,340 | February 1, 1994 |
| Snow Stop | US | 5,522,185 | June 4, 1996 |
| Snow Stop | US | D 351,989 | November 1, 1994 |
| Surface Mount Snow Guard | US | D 364,338 | November 21, 1995 |
| Heavy Duty Snow Stop | US | D 372,421 | August 6, 1996 |

¹ Investors assigned Patent No. 5881501 to Fabral, Inc.

| <u>Patent Title</u> | <u>Jurisdiction</u> | <u>Patent No./ Serial No.</u> | <u>Filing Date / Issue Date</u> |
|--|---------------------|-----------------------------------|---|
| Snow Guard | US | D 418,403 | January 4, 2000 |
| Snow Guard | US | 6,266,929 | July 31, 2001 |
| Snow Retention Apparatus and Method of Installation | US | 6,688,047 | February 10, 2004 |
| Gutter Hanger | US | D 481,929 | November 11, 2003 |
| Gutter Hanger Apparatus and Method of Installation | US | 60/457,429 | March 25, 2003 |
| Gutter Hanger | US | 10/428,923 | May 5, 2003 |
| RT MINI | US | 60/602,257 | August 17, 2004 (provisional application) |
| E RAIL | US | 29/221774 | January 21, 2005 |

(C) **Trademarks**

1. Amerimax Building Products, Inc.

| <u>Mark</u> | <u>Reg./App. No.</u> | <u>Issue/Application Date</u> | <u>Jurisdiction</u> |
|------------------------|----------------------|-------------------------------|------------------------|
| | | | |
| MAXX-BAY | 2,752,081 | August 19, 2003 | US |
| MAXX-BRITE | 2,718,014 | November 1, 2003 | US |
| MAXX-BOARD | 2,633,076 | October 8, 2002 | US |
| MAXX-ALUM | 2,667,108 | December 24, 2002 | US |
| MAXX-CORR LITE | 2,696,416 | March 11, 2003 | US |
| MAXX-CORR | 2,633,075 | October 8, 2002 | US |
| MAXX PANELS | 2,931,322 | March 8, 2005 | US |
| POSI-LOK | 19,991,168,069 | Sept. 8, 1999 | US State (Colorado) |
| AMERIGLASS | 19,981,060,419 | March 31, 1998 | US State (Colorado) |
| HOWARD ALUMA WOOD * | 808,177 | October 22, 1957 | US |

* Amerimax has exclusive rights to this trademark through Howard Manufacturing Company (“Howard”), which owns the trademark. Upon the purchase of Admiral Aluminum in 1981 an agreement with Howard was completed that allowed the use of this trademark in perpetuity in exchange for a small royalty payment.

2. Amerimax Diversified Products, Inc.

| <u>Mark</u> | <u>Reg./App. No.</u> | <u>Issue/Application Date</u> | <u>Jurisdiction</u> |
|-------------------------------------|----------------------|-------------------------------|---------------------|
| DRYSNAP | 78-556,640 | Jan. 31, 2005 | US |
| THE GUTTER SHINGLE | 78-362,100 | Feb. 4, 2004 | US |
| GLOBAL EXPANDED METALS (and design) | 78-251,030 | May 16, 2003 | US |
| GLOBAL EXPANDED METALS | 78-251,018 | May 16, 2003 | US |
| GUTTER WORLD and design | 2,901,604 | Nov. 9, 2004 | US |
| GUTTER WORLD | 2,906,308 | Nov. 30, 2004 | US |
| LOCK-ON (stylized) | 2,222,451 | February 9, 1999 | US |
| FLEX-A-SPOUT and Design | 2,182,707 | August 18, 1998 | US |

3. Amerimax Fabricated Products, Inc.

| <u>Mark</u> | <u>Reg./App. No.</u> | <u>Issue/Application Date</u> | <u>Jurisdiction</u> |
|---------------------|----------------------|-------------------------------|---------------------|
| CORNERFLEX | 2,050,742 | April 8, 1997 | US |
| RIGI-DOR and Design | 1,037,787 | April 13, 1976 | US |

4. Amerimax Home Products, Inc.

| <u>Mark</u> | <u>Reg./App. No.</u> | <u>Issue/Application Date</u> | <u>Jurisdiction</u> |
|------------------------------|----------------------|-------------------------------|---------------------|
| SEAMERMATE | 2,720,589 | June 3, 2003 | US |
| PRO MASTER METALS and Design | 2,802,996 | January 6, 2004 | US |
| PRO MASTER METALS | 2,670,130 | December 31, 2002 | US |
| STEP RITE | 2,684,581 | February 4, 2003 | US |
| RAIN FALL | 2,472,181 | July 24, 2001 | US |
| RAIN FALL | 2,439,399 | March 27, 2001 | US |
| PERM-A-SPOUT | 1,791,638 | September 7, 1993 | US |
| PERM-A-SPOUT | TMA432,759 | September 2, 1994 | CA |
| PROMASTER ROOFSHIELD PLUS | 76-621,668 | Nov. 22, 2004 | US |
| PROMASTER ROOFSHIELD UDL | 76-621,667 | Nov. 22, 2004 | US |
| FLASHMATE | 76-618,771 | Nov. 1, 2004 | US |
| T.RIB (stylized)* | 1,083,016 | January 17, 1978 | US |

* T.RIB (stylized) is owned of record by Atlanta Metal Products, which was acquired by Amerimax Home Products, Inc.

5. Fabral, Inc.

| Mark | Reg./App. No. | Issue/Application Date | Jurisdiction |
|---|----------------------|-------------------------------|---------------------|
| SHELTERGUARD | 2,341,671 | April 11, 2000 | US |
| GRANDBEAM THE NEXT GENERATION | 1,953,443 | January 30, 1996 | US |
| SUPER ALURITE | 1,953,442 | January 30, 1996 | US |
| GRANDBEAM | 1,955,087 | February 6, 1996 | US |
| STAND 'N SEAM | 1,951,586 | January 23, 1996 | US |
| SNAP RIB | 1,655,989 | September 10, 1991 | US |
| SLIM SEAM | 1,534,962 | April 18, 1989 | US |
| GRANDRIB 3 | 1,383,984 | February 25, 1986 | US |
| SUP-R-BATTEN | 1,352,415 | August 6, 1985 | US |
| SUP-R-SEAM | 1,389,680 | April 15, 1986 | US |
| DECOR-FLUSH | 1,352,414 | August 6, 1985 | US |
| DECOR-SMOOTH | 1,352,412 | August 6, 1985 | US |
| DECOR-SHADOW | 1,343,794 | June 25, 1985 | US |
| DECOR-SEAM | 1,343,793 | June 25, 1985 | US |
| FABRAL (and design) | 1,187,354 | January 26, 1982 | US |
| STRONGRIB | 1,223,917 | January 18, 1983 | US |
| MIGHTI-RIB | 1,239,948 | May 31, 1983 | US |
| HEFTI-RIB | 1,092,112 | May 30, 1978 | US |
| FABRIB | 1,091,258 | May 16, 1978 | US |
| DOUBLERIB | 1,091,257 | May 16, 1978 | US |
| GRANDRIB | 1,091,256 | May 16, 1978 | US |
| ULTRA-RIB | 1,091,255 | May 16, 1978 | US |
| PRIME RIB | 831,702 | July 11, 1967 | US |
| COPPER CRAFT * | 1,783,149 | July 20, 1993 | US |
| DOMERLITE | 76632749 | March 8, 2005 | US |
| FLUROBOND | 78601144 | April 4, 2005 | US |
| FLUROBOND HIGH DEFINITION COATINGS (and design) | 78601189 | April 4, 2005 | US |
| FLUROBOND HIGH DEFINITION COATINGS | 78601165 | April 4, 2005 | US |

* Change of Ownership from Copper Craft Inc. has been recorded with USPTO

7. Berger Holdings Limited

| Mark | Reg./App. No. | Issue/Application Date | Jurisdiction |
|-------------|----------------------|-------------------------------|---------------------|
| RT | 76-592,988 | May 19, 2004 | US |

8. Berger Bros. Company

(Change of Ownership from Berger Financial has been recorded with USPTO; April 8, 2005 name change to Berger Building Products, Inc. was filed with the USPTO on May 26, 2005.)

| Mark | Reg./App. No. | Issue/Application Date | Jurisdiction |
|--------------|----------------------|-------------------------------|---------------------|
| GUTTER CROWN | 2,719,922 | May 27, 2003 | US |
| SNOW BRAKES | 2,840,755 | May 11, 2004 | US |

| Mark | Reg./App. No. | Issue/Application Date | Jurisdiction |
|-------------|----------------------|-------------------------------|---------------------|
| F-RAIL | 2,776,283 | Oct. 21, 2003 | US |
| S-RAIL | 2,717,916 | May 20, 2003 | US |
| REAL-TOOL | 1,820,425 | Feb. 8, 1994 | US |

(D) **Intellectual Property Licenses**

None.