

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amerimax Building Products, Inc.		06/29/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Bayerische Hypo-und Vereinsbank AG, New York Branch
Street Address:	150 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	08/09/2005
<p>Total Attachments: 14 source=Second Lien#page1.tif source=Second Lien#page2.tif source=Second Lien#page3.tif source=Second Lien#page4.tif source=Second Lien#page5.tif source=Second Lien#page6.tif source=Second Lien#page7.tif source=Second Lien#page8.tif source=Second Lien#page9.tif source=Second Lien#page10.tif source=Second Lien#page11.tif source=Second Lien#page12.tif source=Second Lien#page13.tif source=Second Lien#page14.tif</p>	

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 **BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH**, 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 INTERNATIONAL HOLDINGS 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, **BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH**, as Administrative Agent and Collateral Agent, and **BAYERISCHE HYPO- UND VEREINSBANK AG, LONDON BRANCH**, as U.K. Trustee, have entered into a Second 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 Second 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:

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003138 FRAME: 0117


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:

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003138 FRAME: 0118

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

By: 
Name:
Title:

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 003138 FRAME: 0119**


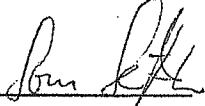
**EURAMAX INTERNATIONAL HOLDINGS
LIMITED**

By: REAG
Name:
Title:

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003138 FRAME: 0120

BAYERISCHE HYPO- UND VEREINSBANK AG,
NEW YORK BRANCH,
as Collateral Agent

By:  
Name: _____
Title: **GAVIN BURKE** **SVEN SCHUESSLER**
 DIRECTOR **ASSOCIATE DIRECTOR**

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003138 FRAME: 0121

SCHEDULE 1
TO SECOND 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 ALUMAWOOD *	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.

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Application Date</u>	<u>Jurisdiction</u>
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

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Application Date</u>	<u>Jurisdiction</u>
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.)

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

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Application Date</u>	<u>Jurisdiction</u>
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.