

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
Fiber Composites, LLC		01/18/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2420267	FIBERAIL
Registration Number:	2358135	FIBERON
Registration Number:	2705613	TOPRAIL
Serial Number:	78352831	CLEARVISIONSYSTEM
Serial Number:	78577560	FIBERON HORIZON FINE CRAFTED COMPOSITE RAILING
Serial Number:	78246739	FCC
Serial Number:	78521923	HIGH IMPACT WOOD COMPOSITE FENCING
Serial Number:	78509645	HOME SELECT
Serial Number:	78607484	PORTICO
Serial Number:	78606614	SANCTUARY
Serial Number:	78694131	TROPICS

CORRESPONDENCE DATA

Fax Number: (617)574-7825

900040837

**TRADEMARK
 REEL: 003235 FRAME: 0716**

OP \$290.00 2420267

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

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Correspondent Name: Lara A. McKenna
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ATTORNEY DOCKET NUMBER:	00468.0003-1879
NAME OF SUBMITTER:	Lara A. McKenna
Signature:	/Lara A. McKenna/
Date:	01/27/2006

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 18, 2006, by FIBER COMPOSITES, LLC a Delaware limited liability company (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 and/or its affiliates have 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 affiliates.

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

C. Pursuant to the Security 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 Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a 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 patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

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

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security 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 security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security 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 Security Agreement.

[signature page follows]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
FIBERAIL	75-761-407	2,420,267	July 27,1999	January 9, 2001
FIBERON	75-378,654	2,358,135	October 24, 1997	June 13, 2000
TOPRAIL	78-137,334	2,705,613	June 20, 2002	April 8, 2003
CLEARVISION SYSTEM	78-352,831		January 16, 2004	
FIBERON HORIZON FINE CRAFTED COMPOSITE RAILING	78-577,560		March 1, 2005	
FCC	78-246,739		May 7, 2003	
HIGH IMPACT WOOD COMPOSITE FENCING	78-521,923		November 23, 2004	
HOME SELECT	78-509,645		November 2, 2004	
PORTICO	78-607,484		April 13, 2005	
SANCTUARY	78-606,614		April 12, 2005	
TROPICS	78-694,131		August 17, 2005	

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

As of the date hereof, the Grantor does not have any patents or patent applications.