

## 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
Xaloy Extrusion LLC	FORMERLY Dynisco Extrusion LLC	03/20/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1158815	BERINGER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenmanLLP		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00211		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		
Date:	03/21/2006		

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REEL: 003273 FRAME: 0770

**Total Attachments: 5**

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EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2006, is between **DYNISCO EXTRUSION LLC** (to be renamed "**Xaloy Extrusion LLC**" after the Closing Date), a Delaware limited liability company (the "Grantor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined).

RECITALS

**WHEREAS**, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Xaloy Incorporated, a Delaware corporation ("Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as Agent, for the benefit of Lenders, and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, as a subsidiary of Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any renewals thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**DYNISCO EXTRUSION LLC**, a  
Delaware limited liability company

By: 

Name: WALTER G. COX, JR.

Title: Chief Executive Officer ✓

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its Duly Authorized Signatory


**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**DYNISCO EXTRUSION LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:   
Name: Doug Kod  
Its Duly Authorized Signatory

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
BERINGER (BLOCK)	1,158,815	6/30/01

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
BERINGER (BLOCK)	117,622	European Community

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.