

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		03/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ABN AMRO CCC MEZZANINE INVESTMENTS, LLC
Street Address:	135 S. LaSalle St., Suite 3510
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2420267	FIBERAIL
Registration Number:	2358135	FIBERON
Registration Number:	2705613	TOPRAIL
Registration Number:	3031442	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: (312)269-8869

900046039

**TRADEMARK
 REEL: 003284 FRAME: 0092**

OP \$290.00 2420267

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

Phone: 3123468000
Email: bharaguchi@seyfarth.com
Correspondent Name: Bruce Haraguchi
Address Line 1: 55 E. Monroe Street, Suite 4300
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Bruce Haraguchi
Signature:	/Bruce Haraguchi/
Date:	04/06/2006

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 2006, by FIBER COMPOSITES, LLC a Delaware limited liability company, which has its chief executive located at 30 Kennedy Plaza, Suite 400, Providence, RI 02903 (the "Grantor"), in favor of ABN AMRO CCC MEZZANINE INVESTMENTS, LLC, a Delaware limited liability company, whose address is 135 South LaSalle Street, Suite 3510, Chicago, Illinois 60603 (including its successors and assigns, the "Purchaser").

RECITALS

A. The Grantor has entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with the Purchaser, pursuant to which the Purchaser has agreed to purchase a subordinated promissory note in the original aggregate principal amount of \$3,000,000 (such note, as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Note").

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 Purchaser pursuant to which certain obligations owed to the Purchaser are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Purchaser this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Purchaser 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 Note Purchase Agreement and the Subordinated Note.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to the Purchaser 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 Purchaser 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 Purchaser 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 Note Purchase 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.

The Grantor and the Purchaser hereby affirm and agree that (a) the liens and security interests granted to the Purchaser herein are expressly subordinated to the liens and security interests securing the Senior Indebtedness and (b) the terms and conditions of this Agreement are subject to all terms and conditions set forth in the Subordination Agreement. Notwithstanding anything contained herein, in no event shall anything contained herein obligate the Grantor to take any action in contravention of the terms and provisions of the Subordination Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FIBER COMPOSITES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

ABN AMRO MEZZANINE INVESTMENTS, LLC,
a Delaware limited liability company

By: David Gezon
Name: David Gezon
Title: Vice President

STATE OF Illinois)
COUNTY OF Cook) ss

On this 15 day of March 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Natalie West
Notary Public



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.

CHI 11029530.3

RECORDED: 04/06/2006

TRADEMARK
REEL: 003284 FRAME: 0099