

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
The Cookson Company		05/20/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	6th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1142357	"FIREFLY"	
Registration Number:	1062622	COOKSON	
Registration Number:	1063724	C COOKSON	
Registration Number:	808327	WEATHERBAR	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2148554775		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea Walker		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	12283-1297 TM SECURITY AG		

CH \$115.00 1142357

NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	05/25/2006
Total Attachments: 5 source=12283-197 Trademark Security Agreement (The Cookson Company)#page1.tif source=12283-197 Trademark Security Agreement (The Cookson Company)#page2.tif source=12283-197 Trademark Security Agreement (The Cookson Company)#page3.tif source=12283-197 Trademark Security Agreement (The Cookson Company)#page4.tif source=12283-197 Trademark Security Agreement (The Cookson Company)#page5.tif	

TRADEMARK SECURITY AGREEMENT
(The Cookson Company)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between THE COOKSON COMPANY, a California corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association (the "Secured Party").

RECITALS

Pursuant to the terms of that certain Pledge and Security Agreement, dated as of May 23, 2006 executed and delivered by the Debtor in connection with that certain Credit Agreement among the Debtor, Southland Door Systems, Inc., the other affiliates of the Debtor party thereto, and the Secured Party, and that certain Pledge and Security Agreement, dated as of May 23, 2006 executed and delivered by the Debtor in connection with that certain Credit Agreement among Cookson Door Sales of Arizona, Inc., the other affiliates of the Debtor party thereto, and the Secured Party (each as amended, restated, or otherwise modified from time to time, collectively the "Security Agreement"), between the Debtor and the Secured Party, the Debtor has granted to the Secured Party a lien and security interest in all general intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks (as defined below), and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the indebtedness, liabilities, and obligations of the Debtor owing to the Secured Party and secured pursuant to the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor'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:

AGREEMENT

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) reissues, extensions, and renewals thereof, (iii) income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) rights to sue for past, present, and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world, and (vi) goodwill associated with and symbolized by any

of the foregoing, in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto) or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.


The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of May ____, 2006.

DEBTOR:

THE COOKSON COMPANY

By: 
Name: Robert Cookson
Title: Pres.

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of May __, 2006.

DEBTOR:

THE COOKSON COMPANY

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: Charles Alcantar
Name: Charles Alcantar
Title: Vice President

Schedule 1
to
Trademark Security Agreement

SCHEDULE OF U.S. TRADEMARKS

12283-00197 -- JP Morgan Chase Bank / Cookson Group, Inc.

Owner of Record	Mark	Registration No./Serial No.	Registration/Serial App. Filing Date	Status	Goods/Services
The Cookson Company	FIREFLY (Stylized)	1142357	12/09/1980	Registered & Renewed	Time delay fire closure releasing devices
The Cookson Company	COOKSON & DESIGN	1062622	04/05/1977	Registered & Renewed	Metal articulated closures, namely rolling doors and grillwork
The Cookson Company	C COOKSON & DESIGN	1063724	04/19/1977	Registered & Renewed	Metal articulated closures, namely rolling doors and grillwork
The Cookson Company	WEATHERBAR	808327	05/17/1966	Registered & Renewed	Steel and aluminum rolling doors