

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
American Builders & Contractors Supply Co., Inc.		06/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank Northwest, N.A., as Collateral Trustee
Street Address:	299 South Main Street, 12th Floor
Internal Address:	MAC U1228-120
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2811807	AVID PALLET SERVICES
Registration Number:	2716814	AMERICAN CONSTRUCTION METALS
Registration Number:	2624215	STORMLOCS
Registration Number:	2475648	COMMITTED TO GETTING YOUR JOB DONE. EASIER.
Registration Number:	2802852	READYGREEN
Registration Number:	2802851	GREENGRID
Registration Number:	2830688	ECOBALLAST
Registration Number:	2616817	
Registration Number:	2828836	
Registration Number:	1920520	ABC SUPPLY CO. INC.
Registration Number:	1376499	AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.
Registration Number:	1394477	ABC SUPPLY CO. INC.
Serial Number:	78928183	STAYLOC

CH \$565.00 2811807

Serial Number:	78934073	PERFECT RIB
Serial Number:	78923903	FASTPANEL
Serial Number:	78923819	MECHLOC
Serial Number:	78586101	SUNGRID
Serial Number:	78586098	SENTEC
Serial Number:	77006695	EYEWALL ARMOR
Serial Number:	77006785	KENLOC
Serial Number:	77075951	QUICK SET
Serial Number:	77054395	ASHLEY ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1660117
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/02/2007

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This 29th day of June 2007, American Builders & Contractors Supply Co., Inc. a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1195 Prince Hall Drive, Suite B, Beloit, Wisconsin 53511, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, herewith grants to Wells Fargo Bank Northwest, N.A., a National Banking Association, federally chartered, with a mailing address at MAC U1228-120, 299 South Main Street, 12th Floor, Salt Lake City, Utah 84111, Attn: Corporate Trust Services, as collateral trustee under that certain Collateral Indenture and Security Agreement (the "*Collateral Indenture*"), bearing an even date herewith, on behalf of the Note Holders described below, and its successors and assigns ("*Secured Party*"), a security interest in the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark license, in each case together with the right to sue for injunctive and other relief including collecting said damages;

to secure performance of all obligations of Debtor as set out in a Note Purchase Agreement (the "*Note Purchase Agreement*") bearing an even date herewith among Debtor and certain institutional investors listed in Schedule A thereto (the "*Note Holders*").

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance, or other assignment to Secured Party of any applications by Debtor for a Trademark that is based on an intent to use the same, if and for so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a statement of use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party and the Note Holders with respect to the assignment, mortgage, pledge, and security interest in the trademarks, trademark registrations, trademark applications, and trademark licenses made and granted hereby are more fully set forth in the Collateral Indenture and the Note Purchase Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

American Builders & Contractors Supply Co., Inc.

(CORPORATE SEAL)

By
Its

ATTEST:

attached

(Type or Print Name)

Its Secretary

Wells Fargo Bank Northwest, N.A., as
Collateral Trustee

(Type or Print Name)

attached

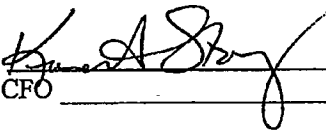
By
Its

(Type or Print Name)

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

American Builders & Contractors Supply Co., Inc.

(CORPORATE SEAL)

By  Kendra A. Story
Its CFO _____

ATTEST:


Its Secretary – Diane M. Hendricks

Trademark Security Agreement

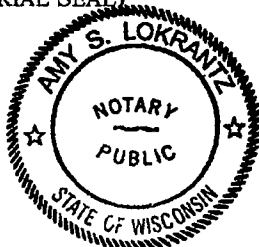
TRADEMARK
REEL: 003572 FRAME: 0374

STATE OF Wisconsin _____)
) SS
COUNTY OF Rock _____)

I, Amy S Lokrantz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kendra A. Story, CFO of American Builders and Contractors Supply Co., Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CFO, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of June, 2007

(NOTARIAL SEAL)



Notary Public

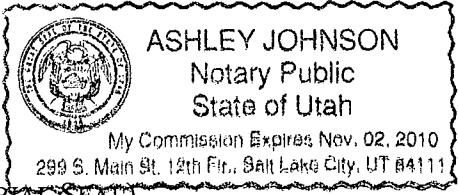
My Commission Expires: March 22, 2009

Amy S. Lokrantz

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

I, Ashley Johnson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Val T. Orton, **VICE PRESIDENT** of WELLS FARGO BANK NORTHWEST, N.A., a(n) ~~corporation~~, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Val T. Orton, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2007



(NOTARIAL SEAL)

Val T. Orton
Notary Public

My Commission Expires:

(Type or Print Name)

**SCHEDULE A-1
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
OF AMERICAN BUILDERS & CONTRACTORS SUPPLY, INC.**

FEDERAL TRADEMARK REGISTRATIONS

SERIAL NO.	REG. NO.	MARK
78160497	2811807	AVID PALLET SERVICES
78091528	2716814	AMERICAN CONSTRUCTION METALS
76263253	2624215	STORMLOCS
76079863	2475648	COMMITTED TO GETTING YOUR JOB DONE. EASIER.
76200020	2802852	READYGREEN
76200019	2802851	GREENGRID
76465371	2830688	ECOBALLAST
76144829	2616817	[polycarbonate storm shutter design only]
76144258	2828836	[metal storm shutter design only]
74581991	1920520	ABC SUPPLY CO. INC. (stylized in color)
73549652	1376499	AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.
73549631	1394477	ABC SUPPLY CO. INC. (stylized)

PENDING FEDERAL TRADEMARK APPLICATIONS

SERIAL NO.	MARK	FILED
78928183	STAYLOC	July 12, 2006
78934073	PERFECT RIB	July 20, 2006
78923903	FASTPANEL	July 6, 2006
78923819	MECHLOC	July 6, 2006
78586101	SUNGRID	March 13, 2005
78586098	SENTEC	March 13, 2005
77006695	EYEWALL ARMOR	September 26, 2006
77006785	KENLOC	September 26, 2006
77075951	QUICK SET	January 4, 2007
77054395	ASHLEY ADVANTAGE* (Intent-To-Use Application, not yet assignable)	November 20, 2006

* Ashley Advantage has been sold from Ashley Aluminum, LLC to American Builders & Contractors Supply Co., Inc. but such sale is not effective until (i) such Trademark is in use by the Company in commerce, and (ii) a declaration of such use is filed in, and accepted by, the United States Patent and Trademark Office.

COMMON LAW MARKS AND TRADE NAMES

None.

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**SCHEDULE A-2
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK LICENSES

American Builders & Contractors Supply Co., Inc. has entered into a license agreement with Weston Solutions, Inc., dated effective January 1, 2003, whereby American Builders & Contractors Supply Co., Inc. licenses to Weston Solutions, Inc. the following trademarks and certain related rights:

2802851	GREENGRID	1/6/2004
2802852	READYGREEN	1/6/2004