

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
OB Products, LLC		12/30/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Provia Door, Inc.		
Street Address:	2150 State Rt. 39		
City:	Sugarcreek		
State/Country:	OHIO		
Postal Code:	44681		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76666321	INFINITE BUILDING PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(216)348-5474		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2163485400		
Email:	ip@mcdonaldhopkins.com		
Correspondent Name:	David B. Cupar c/o McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue, East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	32765-00001		
NAME OF SUBMITTER:	David B. Cupar		
Signature:	/david b cupar/		

CH \$40.00 76666321

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REEL: 003923 FRAME: 0212

Date:

01/19/2009

Total Attachments: 11

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 30th, 2008, by and between ProVia Door, Inc., an Ohio corporation ("Lender"); and OB Products, LLC, a Delaware limited liability company ("Grantor")

RECITALS

A. Pursuant to that certain Inter-Company Financing Agreement dated as of even date herewith by and among Lender, Grantor and the other parties thereto (the "Financing Agreement"), Lender has agreed to advance certain funds to Grantor, and Grantor has agreed to grant Lender certain security interests.

B. Lender has advanced funds to Grantor, and Grantor has executed and delivered to Lender that certain Promissory Note of even date herewith (the "Note").

C. Grantor desires to execute this Agreement to satisfy the condition described in the Financing Agreement.

NOW, THEREFORE, in consideration of the premised, the benefits accruing to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby make the following representations and warranties and hereby covenants and agrees as follows:

1. DEFINITIONS.

1.1 Defined Terms. In addition to the other terms defined in this Agreement, whenever the following capitalized terms are used, they shall be defined as follows:

"Code" means the Uniform Commercial Code, as enacted in the State of Ohio, as amended from time to time.

"Collateral" means all of Grantor's right, title and interest in and to all of its assets and personal property, tangible and intangible, including:

(a) all of the Grantor's accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, fixtures, instruments, inventory, investment property (including certificated and uncertificated securities, securities accounts, securities entitlements, commodities accounts and commodities entitlements), general intangibles, goods (including rights to returned or repossessed goods and rights of stoppage in transit), and letter-of-credit rights;

(b) without limiting the description of the property or any rights or interests in the property described above in this definition of Collateral, all of Grantor's rights, titles and interests in and to (i) all of the Grantor's money, cash, and other funds; (ii) all attachments, accessions, parts and appurtenances to, all substitutions for, and all

replacements of any and all of the Grantor's equipment, fixtures and other goods; (iii) all of the Grantor's agreements, as-extracted collateral, tangible chattel paper, electronic chattel paper, health-care-insurance receivables, leases, lease contracts, lease agreements, payment intangibles, proceeds of letters of credit, promissory notes, records, and software (whether or not the same constitutes embedded software used in the operation of equipment); and (iv) all of the Grantor's franchises, customer lists, insurance refunds, insurance refund claims, tax refunds, tax refund claims, pension plan refunds, pension plan reversions, patents, patent applications, service marks, service mark applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, copyright applications, and licenses;

(c) all supporting obligations;

(d) all of the products and proceeds of all of the foregoing described property and interests in property, including cash proceeds and noncash proceeds, and including proceeds of any insurance, whether in the form of original collateral or any of the property or rights or interests in property described above in this definition of Collateral; and

(e) all of the foregoing, whether now owned or existing or hereafter acquired or arising, or in which any Grantor now has or hereafter acquires any rights, titles or interests.

"Event of Default" means any event of default related to any Obligation.

"Obligations" means collectively, (a) all indebtedness under the Note, including without limitations future additional advances; (b) any other extension of credit by Lender to Grantor; and (c) each extension, renewal or refinancing thereof in whole or in part.

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(a) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(b) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(c) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(d) All of the uncaptialized terms contained in this Agreement which are now or hereafter defined under the Code will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Code.

2. GRANT OF SECURITY INTEREST; SET-OFF AND RELATED MATTERS.

2.1 Security Interest. As security for the full, prompt and complete payment and performance by Grantor of the Obligations, Grantor hereby grants to, and creates in favor of, Lender a continuing security interest in, and lien on, all of the Collateral, whether now owned or existing or hereafter acquired, created or arising.

2.2 Other Rights. In addition to the rights granted hereunder, Grantor has granted or will grant Lender a mortgage or similar interest on all of Grantor's real property as security for the Obligations.

3. PERFECTION OF LENDER'S SECURITY INTEREST; DUTY OF CARE.

3.1 Required Grantor Actions. Until the termination of this Agreement, Grantor shall perform any and all steps and take all actions reasonably requested by Lender from time to time to perfect, maintain, protect, and enforce Lender's security interest in, and lien on, the Collateral, including (a) executing and delivering all appropriate documents and instruments as Lender may reasonably determine are necessary or desirable to perfect, preserve, or enforce Lender's interest in the Collateral, including financing statements, all in form and substance reasonably satisfactory to Lender, and (b) taking such other steps and actions as are reasonably requested by Lender to perfect and enforce Lender's security interest in, and lien on, and other rights and interests in, the Collateral.

3.2 Financing Statements; Notices. Grantor hereby irrevocably authorizes Lender (or any of its authorized representatives) at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor, whether now owned or hereafter acquired or arising, and all proceeds and products thereof and (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Part 5 of Article 9 of the Code or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Grantor hereby irrevocably authorizes Lender at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Grantor as debtor and Lender as secured party. At Lender's request, Grantor will execute notices appropriate under any applicable requirements of law that Lender reasonably requests to evidence, perfect, or protect its security interest in and other liens on the Collateral in such form(s) as are satisfactory to Lender. Grantor will pay the cost of filing all financing statements and other notices in all public offices where filing is reasonably deemed by Lender to be necessary to perfect, protect or enforce the security interest and lien granted to Lender hereunder. A carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Lender is hereby authorized to give notice to any creditor, bailee, consignee, warehouseman, landlord or any other person as may be reasonably necessary under applicable laws to evidence, protect, perfect, or enforce the security interest and lien granted to Lender in the Collateral.

3.3 Impositions; Protection of Lender's Interests. To protect, perfect, or enforce, from time to time, Lender's rights or interests in the Collateral, Lender may, in its discretion (but without any obligation to do so), (a) discharge any liens at any time levied or placed on the Collateral, (b) pay any insurance to the extent Grantor has failed to timely pay the same, (c) maintain guards where any Collateral is located if an Event of Default has occurred and is continuing, and (d) obtain any record from any service bureau and pay such service bureau the cost thereof. All reasonable costs and expenses incurred by Lender in exercising its discretion under this Section 3.3 will be part of the Obligations, payable on Lender's demand and secured by the Collateral.

3.4 Lender's Duty of Care. Lender shall have no duty of care with respect to the Collateral except that Lender shall exercise reasonable care with respect to the Collateral in Lender's custody. Lender shall be deemed to have exercised reasonable care if (a) such property is accorded treatment substantially equal to that which Lender accords its own property or (b) Lender takes such action with respect to the Collateral as Grantor shall reasonably request in writing. Lender will not be deemed to have, and nothing in this Section 3.4 may be construed to deem that Lender has, failed to exercise reasonable care in the custody or preservation of Collateral in its possession merely because either (a) Lender failed to comply with any request of any Grantor or (b) Lender failed to take steps to preserve rights against any persons in such property. Grantor agrees that Lender has no obligation to take steps to preserve rights against any prior parties.

4. POWER OF ATTORNEY.

4.1 Grant of Power. Grantor does hereby make, constitute and appoint Lender as its true and lawful attorney-in-fact, with full power of substitution, in the name of such Grantor or in the name of Lender or otherwise, for the use and benefit of Lender, but at the cost and expense of such Grantor, (a) to endorse the name of such Grantor on any instruments, notes, checks, drafts, money orders, or other media of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into the possession of Lender in full or part payment of any of the Obligations then due and payable; (b) upon the occurrence of any Event of Default, to sign and indorse the name of such Grantor on any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with any Collateral, and any instrument or document relating thereto or to any of such Grantor's rights therein; (c) to file financing statements pursuant to the Code and other notices appropriate under applicable law as Lender reasonably deems necessary to perfect, preserve, and protect Lender's rights and interests under this Agreement; (d) after an Event of Default has occurred and is continuing, to give written notice to the United States Post Office to effect change(s) of address so that all mail addressed to such Grantor may be delivered directly to Lender; and (e) to do any and all things reasonably necessary or desirable to perfect Lender's security interest in, and lien on, and other rights and interests in, the Collateral, to preserve and protect the Collateral and to otherwise carry out this Agreement.

4.2 Duration; Ratification of Acts. This power of attorney, being coupled with an interest, will be irrevocable for the term of this Agreement and all transactions under this Agreement and thereafter so long as any of the Obligations remain in existence. Grantor ratifies and approves all acts of such attorney, and neither Lender nor its attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law, except those constituting gross negligence or willful misconduct. Grantor will execute and deliver promptly to Lender all instruments reasonably necessary to further Lender's exercise of the rights and powers granted it in this Section 4.

5. COLLATERAL COVENANTS. Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated, Grantor will:

5.1 Claims Against Collateral. Maintain the Collateral, as the same is constituted from time to time, free and clear of all liens and such Grantor will defend or cause to be defended the Collateral against all of the claims and demands of all persons whomsoever. Grantor shall not sell, assign, lease, transfer, abandon or otherwise dispose of any of the Collateral except for sales in the ordinary course of business.

5.2 Condition of Collateral. Maintain the collateral in good operating (and salable, if applicable) condition and repair.

5.3 Insurance. Insure the Collateral in the types and amounts typical of a company similar in size to such Grantor and in the same industry as such Grantor.

6. TERM. This Agreement will terminate upon the full and indefeasible performance, payment and satisfaction of the Obligations or mutual agreement of the parties hereto.

7. LENDER'S RIGHTS AND REMEDIES.

7.1 Remedies. (a) Upon the occurrence of an Event of Default, Lender may immediately, at any time, while such Event of Default is continuing, take any one or more of the following actions, without notice, demand or legal process of any kind (except as may be required by law), all of which Grantor waives to the fullest extent permitted by law:

(i) proceed to enforce payment of the Obligations and to exercise all of the rights and remedies afforded to Lender by the Code, the Uniform Commercial Code as in effect in any jurisdiction, and by law and in equity provided, including those set forth below in this Section 7.1;

(ii) take possession of the Collateral and maintain such possession on the Grantor's premises at no cost to Lender, or remove the Collateral, or any part thereof, to such other place(s) as Lender may desire;

(iii) collect, compromise, take, sell or otherwise deal with the Collateral and proceeds thereof in its own name or in the name of the Grantor, including (A) bringing suit on any one or more of the accounts, chattel paper, instruments, documents, leases or

other agreements (collectively, “**Contracts**”) in the name of the Grantor or Lender, and exercise all such other rights respecting the Contracts, in the name of the Grantor or Lender, including the right to accelerate or extend the time of payment, settle, release in whole or in part any amounts owing on any Contract and issue credits in the name of the Grantor or Lender, and including proceeding against any collateral or security provided in respect of any Contract, and (B) bringing suit on any one or more of the general intangibles, in the name of the Grantor or Lender, and exercise all such other rights respecting the general intangibles, including the right to accelerate or extend the time of payment, settle, release in whole or in part any amounts owing on any general intangible and issue credits in the name of the Grantor or Lender, and including proceeding against any collateral or security provided in respect of any general intangible;

(iv) to the extent Lender has not so acted or is currently so acting pursuant to the other terms of this Agreement, notify the Grantor’s customers, account debtors and any other persons (A) obligated on the Collateral to make payment or otherwise render performance to or for the benefit of Lender and (B) that, without limiting the generality of clause (A), the Contracts and general intangibles have been assigned to Lender and that payments should be made directly to Lender;

(v) require the Grantor, using such form as Lender may approve, to notify the Grantor’s customers, account debtors and any other persons, and to indicate on all of the Grantor’s correspondence to such customers, account debtors and other persons, that the Contracts and general intangibles must be paid to Lender directly;

(vi) sign any indorsements, assignments or other writings of conveyance or transfer in connection with any disposition of the Collateral;

(vii) sell, assign, transfer or otherwise dispose of all or any part of the Collateral in any manner permitted by law and do any other thing and exercise any other right or remedy which Lender may, with or without judicial process, do or exercise under applicable law, and in any such sale Lender may sell, assign, transfer or otherwise dispose of all or any part of the Collateral without giving any warranties and Lender may specifically disclaim any warranties of title and the like;

(viii) apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Lender to enforce its rights and remedies under this Agreement in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Collateral and continue the operation of the business of the Grantor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Collateral is finally made and consummated; and

(ix) enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise

render performance to the Grantor, and with respect to any property that secures the obligations of the account debtor or other person obligated on collateral, in any case directly or through collection agencies or other collection specialists.

(b) Grantor acknowledges that portions of the Collateral could be difficult to preserve and dispose of and be further subject to complex maintenance and management. Accordingly, Lender, in exercising its rights under this Section 7.1, shall have the widest possible latitude to preserve and protect the Collateral and Lender's security interest in and lien thereon. Moreover, Grantor acknowledges and agrees that Lender shall have no obligation to, and Grantor hereby waives to the fullest extent permitted by law any right that it may have to require Lender to, (i) clean up or otherwise prepare any of the Collateral for sale, (ii) pursue any person to collect any of the Obligations or (iii) exercise collection remedies against any persons obligated on the Collateral. Lender's compliance with applicable local, state or federal law requirements, in addition to those imposed by the UCC, in connection with a disposition of any or all of the Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Collateral under the UCC.

7.2 Notice of Disposition; Allocations. If any notice is required by law to effectuate any sale or other disposition of the Collateral, (a) Lender will give Grantor written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof will be made, and at any such public or private sale, Lender may purchase all or any of the Collateral; and (b) Lender and Grantor agree that such notice will not be unreasonable as to time if given in compliance with this Agreement ten days prior to any sale or other disposition. The proceeds of the sale will be applied first to all costs and expenses of such sale including reasonable attorneys' fees and other reasonable costs and expenses, and second to the payment of all Obligations in the manner and order determined by Lender in its discretion. Grantor shall remain liable to Lender for any deficiency. Unless otherwise directed by applicable law, Lender will return any excess to Grantor.

7.3 Payment of Expenses. Grantor shall pay to Lender, on its demand, all reasonable costs and expenses, including court costs, costs of sale and reasonable attorneys' fees incurred by Lender in exercising any of its rights or remedies hereunder, all of which constitute part of the Obligations and are secured by the Collateral.

8. INDEMNIFICATION. In consideration of the making of any loan to the Grantor, the Grantor will indemnify and hold Lender harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (a) this Agreement and (b) the transactions contemplated by this Agreement (including enforcement of this Agreement) except for claims, losses or liabilities to the extent resulting from Lender's gross negligence or willful misconduct.

9. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and shall not be effective until received at the recipient's address provided on the signature page of this Agreement.

10. GENERAL.

10.1 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

10.2 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES).

10.3 Lender's Additional Rights Regarding Collateral. All of the Obligations shall constitute one obligation secured by all of the Collateral. In addition to Lender's other rights and remedies, Lender may, in its discretion, following the occurrence of any Event of Default: (i) exchange, enforce, waive or release any of the Collateral or portion thereof, (ii) apply the proceeds of the Collateral against the Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition), as Lender may, from time to time, in each instance determine, and (iii) settle, compromise, collect or otherwise liquidate any such security in any manner without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

10.4 Application of Payments; Revival of Obligations. Lender shall have the continuing right to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Grantor makes a payment or payments to Lender, or Lender receives any payment or proceeds of the Collateral or any other security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by Lender.

10.5 Additional Waivers by the Grantor. Grantor waives presentment and protest of any instrument and notice thereof, demand, notice of default and all other notices to which the Grantor might otherwise be entitled (except as required by law). Grantor shall not assert any claim against Lender on any theory of liability for consequential, special, indirect or punitive damages.

10.6 Equitable Relief. Each Grantor recognizes that, in the event Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Lender; therefore, Grantor agrees that Lender, if Lender so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

10.7 Entire Agreement; Counterparts; Fax Signatures. This Agreement sets forth the entire agreement of the parties with respect to subject matter of this Agreement and supersedes

all previous understandings, written or oral, in respect thereof. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. A fax signature hereto shall constitute an original signature and may be relied upon as if it were an original

10.8 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement.

10.9 Cumulative Remedies. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Lender does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

10.10 Waivers and Amendments in Writing. Failure by Lender to exercise any right, remedy or option under this Agreement or delay by Lender in exercising the same shall not operate as a waiver by Lender of its right to exercise any such right, remedy or option. No waiver by Lender shall be effective unless it is in writing and then only to the extent specifically stated. This Agreement cannot be amended, modified, changed or terminated orally.

10.11 Assignment. Lender shall have the right to assign this Agreement. Grantor shall not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Lender's written consent shall be void.

10.12 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND TO CONTINUE TO EXTEND CREDIT TO THE GRANTOR, THE GRANTOR AND LENDER ALL WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN THE GRANTOR AND THE BUYER.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Grantor as of the date first set forth above.

OB Products, LLC
a Delaware limited liability company

By: [Signature]
Name: Larry Trafer
Title: Asst Sec

Address:
10511 High Point Road
Olive Branch, MS 38654.

Accepted:

ProVia Door, Inc.
an Ohio corporation

By: [Signature]
Name: Larry Trafer
Title: VP Finance

Address:
2150 State Route 39
Sugar creek, OH 44681

Signature Page to the Security Agreement [OB Products, LLC]

EXHIBIT A

Company	Country	Type	Reg/Pat #	Serial#	Description	Filing Date
FINITE BUILDING PRODUCTS					Vinyl siding; non-metal building materials, namely, soffits and accessories, namely, corner trim, undersill trim, J-channels, outside corner posts, starter strips, fascia, soffit crown molding, T-molding, dual finish trim, F channels, transition trim and inside corner in class 19; Custom manufacture of vinyl siding, soffits and accessories, namely, corner trim, undersill trim and J-channels, outside corner posts, starter strips, fascia, soffit crown molding, T-molding, dual finish trim, F channels, transition trim and inside corner posts in class 40.	9/19/2006
	US	Trademark	3,537,459	76/666,321		

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