

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
HB&G BUILDING PRODUCTS, INC.		02/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), as Agent		
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:	3137276	PERMA WRAP	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.048		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 3137276

Date:

02/18/2009

Total Attachments: 4

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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") to that certain Trademark Security Agreement dated as of March 7, 2003 (the "Trademark Security Agreement") made by HB&G BUILDING PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.) ("Grantee"), as agent for the lenders (the "Lenders") party to the Credit Agreement (as defined below), is made as of February 17, 2009.

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of March 7, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 7, 2003 among Grantor, certain of its affiliates and Grantee (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all Trademarks (as defined in the Security Agreement) owned by Grantor as of the date of the Security Agreement and all Trademarks subsequently acquired by Grantor, together with the goodwill of the business symbolized by such Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in an additional Trademark; and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Exhibits. Schedule 1 to the Trademark Security Agreement is hereby amended and restated in its entirety as set forth on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment maybe executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HB&G BUILDING PRODUCTS, INC.

By John M. Wilson
Its Vice President

Agreed and accepted as of the date first written above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business
Financial Services Inc.), as Agent

By _____
Its _____

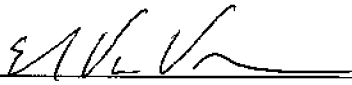
IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HB&G BUILDING PRODUCTS, INC.

By _____
Name: Joshua M. Wilson
Title: Vice President

Agreed and accepted as of the date first written above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business
Financial Services Inc.), as Agent

By  _____
Name: Erik Van Vuren
Title: Duly Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
PERMA WRAP	3137276	08/29/06
PERMAPOST	2057928	4/29/97
PERMAGRANITE	1974124	5/14/96
PERMACAST	1889899	4/18/95
ARCHITECTURAL MASTERWORKS	1741331	12/22/92
HB&G PERMA SOLUTIONS	2587802	7/02/02
PERMAPORCH	2467769	7/10/01

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
	None	