

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
Southern Wall Products, Inc.		03/31/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76331355	RUCOAT EQUALIZER PLUS
Serial Number:	76331353	RUCOAT EQUALIZER
Serial Number:	76294197	CHALLENGER
Serial Number:	76293367	RUCOAT
Serial Number:	75417270	RUCO

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: Jeffrey P. Balcita
 Address Line 2: 1180 Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

CH \$140.00 76331355

ATTORNEY DOCKET NUMBER:	52990.015572
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	03/31/2009
Total Attachments: 5 source=trademark sec agmnt#page1.tif source=trademark sec agmnt#page2.tif source=trademark sec agmnt#page3.tif source=trademark sec agmnt#page4.tif source=trademark sec agmnt#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2009, is made by the entities identified on the signature page hereto as a Grantor (each, a "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Revolving Credit Agreement, dated as of March 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

SOUTHERN WALL PRODUCTS, INC., as
Grantor

By: 

Name: G. Michael Callahan, Jr.
Title: Vice President

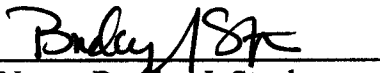
GTS DRYWALL SUPPLY COMPANY, as
Grantor

By: 

Name: G. Michael Callahan, Jr.
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Bradley J. Staples
Title: Managing Director

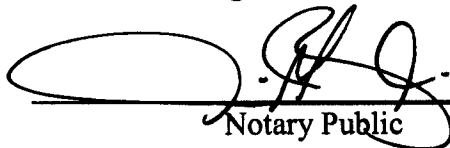
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

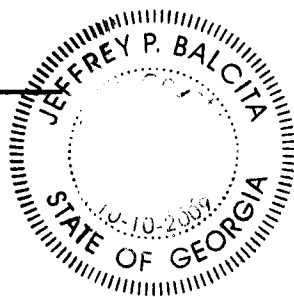
TRADEMARK
REEL: 003962 FRAME: 0249

ACKNOWLEDGMENT OF GRANTOR

State of GEORGIA)
County of FULTON) ss.

On this 31ST day of MARCH, 2009 before me personally appeared G. MICHAEL CANNON, JR., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Southern Wall Products, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

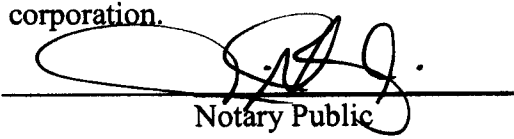

Notary Public



ACKNOWLEDGMENT OF GRANTOR

State of GEORGIA)
County of FULTON) ss.

On this 31ST day of MARCH, 2009 before me personally appeared BRADLEY J. STAPLES, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GTS Drywall Supply Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

	Serial Number	Reg. Number	Word Mark
1*	76331355	2931147	RUCOAT EQUALIZER PLUS
2*	76331353	2931146	RUCOAT EQUALIZER
3*	76294197	2769825	CHALLENGER
4*	76293367	2780186	RUCOAT
5*	75417270	2220501	RUCO
6**	74226237	1801194	GTS

Trademarks are owned as follows:

* Southern Wall Products, Inc.
1825 Fellowship Road Tucker, Georgia 30085

** GTS Drywall Supply company
1524 Market Street Kirkland, Washington 98033