

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
Metalex Corporation		08/25/2009	CORPORATION: ILLINOIS
Jason Incorporated		08/25/2009	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2337253	LIPPRITE	
Registration Number:	0992346	OSBORN	
Registration Number:	0571005		
Registration Number:	2817521	METALEX	
Serial Number:	76692262	COOLBALANCE	
Serial Number:	77622053	JASON FINISHING GROUP	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		

OP \$165.00 2337253

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 034784-0090

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 08/26/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2009, by JASON INCORPORATED, a Wisconsin corporation ("Jason"), and Metalex Corporation, an Illinois corporation ("Metalex", and together with Jason, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Banks ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 11, 2007, by and among Jason, as Borrower, Metalex, as a Credit Party, the other Credit Parties thereto, Agent and the Persons signatory thereto from time to time as the Banks (as has been or may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), each Grantor is required to execute and deliver to Agent, for itself and the benefit of the Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule 1** attached hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed to a third party under any Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed to a third party under any

Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed to a third party under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and neither Grantor shall be deemed to have granted a security interest in, any Trademark to the extent that the grant of a security interest therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of either Grantor's right, title or interest therein or thereto.

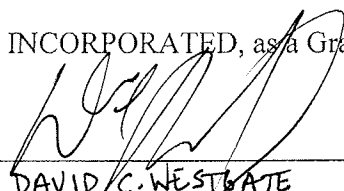
SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

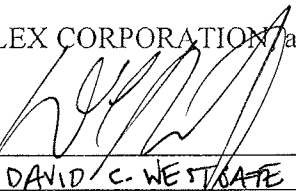
[signature page follows]

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.

JASON INCORPORATED, as a Grantor

By: 
Name: DAVID C. WESTGATE
Title: CHAIRMAN, PRESIDENT & CEO

METALEX CORPORATION as a Grantor

By: 
Name: DAVID C. WESTGATE
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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.

JASON INCORPORATED, as a Grantor

By: _____
Name: _____
Title: _____

METALEX CORPORATION, as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Heidi Kuehant
Name: Heidi Kuehant
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004052 FRAME: 0472

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Jason Incorporated:

TITLE	TRADEMARK NUMBER	TRADEMARK DATE
Coolbalance	76/692262	08/20/08
Jason Finishing Group	77/622053	11/25/08
Lipprite	2337253	03/27/98
Osborn	0992346	09/03/74
Osborn – Pentagon design	0571005	02/24/53

Metalex Corporation:

TITLE	TRADEMARK NUMBER	TRADEMARK DATE
Metalex	2817521	02/24/04

Trademark Applications

None.

Trademark Licenses

None.

[Schedule 1 to Trademark Security Agreement]