

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	Trademark Security Agreement (Parity Lien)																					
CONVEYING PARTY DATA																						
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CORRESPONDENCE DATA																						
<p>Fax Number: (714)755-8290</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: ipdocket@lw.com</p> <p>Correspondent Name: Latham & Watkins LLP</p> <p>Address Line 1: 650 Town Center Drive</p> <p>Address Line 2: Suite 2000</p> <p>Address Line 4: Costa Mesa, CALIFORNIA 92626</p>																						
ATTORNEY DOCKET NUMBER:	022411-1059																					

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TRADEMARK
REEL: 004088 FRAME: 0654

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	10/30/2009
Total Attachments: 6 source=Executed_Parity Trademark Security Agreement#page1.tif source=Executed_Parity Trademark Security Agreement#page2.tif source=Executed_Parity Trademark Security Agreement#page3.tif source=Executed_Parity Trademark Security Agreement#page4.tif source=Executed_Parity Trademark Security Agreement#page5.tif source=Executed_Parity Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT (PARITY LIEN)

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of October 29, 2009 is entered into by **ANDALEX RESOURCES, INC.** (the "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Trustee (in such capacity, the "Collateral Trustee") for the Secured Parties.

WHEREAS, the Grantor, the Collateral Trustee and certain other parties as named therein have entered into that certain Parity Lien Pledge and Security Agreement, dated as of October 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in and continuing lien on certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Trustee for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time),

(b) all extensions or renewals of any of the foregoing,

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing,

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and

(e) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the unenforceability, voiding, or invalidation or cancellation of such intent-to-use trademark application under applicable federal law.

SECTION 3. PRECEDENCE. Notwithstanding anything herein to the contrary, the security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Trustee under the Pledge and Security Agreement and the security interest and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of October 29, 2009 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Trust Agreement"), among Grantor, The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture (as defined therein), the Collateral Trustee and the other parties thereto from time to time. The rights and remedies of the Collateral Trustee with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement or the Collateral Trust Agreement, the terms of the Pledge and Security Agreement or the Collateral Trust Agreement, as applicable, shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Collateral Trustee may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS AGREEMENT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ANDALEX RESOURCES, INC.

By: 

Name: Robert D. Moore

Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)

) ss.

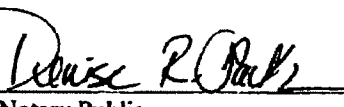
COUNTY OF Belmont)

On this 28th day of October, 2009 before me personally appeared Robert D. Moore, and _____ proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor, 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.



STATE OF OHIO
NOTARY PUBLIC
DENISE R. JACKSON
My Commission Expires Sept. 28, 2010

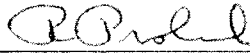
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Notary Public

Parity Lien Trademark Security Agreement

TRADEMARK
REEL: 004088 FRAME: 0659

U.S. BANK NATIONAL ASSOCIATION
as the Collateral Trustee

By: 
Name: Richard Prokosch
Title: Vice President

TRADEMARK SECURITY AGREEMENT

I. U.S. TRADEMARKS

ANDALEX RESOURCES, INC.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Serial No.</u>
ANDALEX	June 23, 1998	2167285	75262770
ANDALEX (design only)	June 23, 1998	2167284	75262769
WEST RIDGE	July 8, 2003	2734953	78163916
WEST RIDGE (design only)	August 10, 2004	2871414	78163928
GENWAL	June 30, 1998	2,169,296	75266996
GENWAL (design only)	July 7, 1998	2,171,071	75266995

II. U.S. TRADEMARK APPLICATIONS

[None]