

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metalex Corporation		09/21/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2817521	METALEX	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		
Date:	09/24/2010		

Total Attachments: 7
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 21, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties and amends and restates in their entirety (i) that certain Trademark Security Agreement, dated as of December 16, 2005, by and among Jason Incorporated ("Jason") and Agent, (ii) that certain Trademark Security Agreement, dated as of May 11, 2007, by and among Jason and Agent, and (iii) that certain Trademark Security Agreement, dated as of August 25, 2009, by and among Jason, Metalex Corporation and Agent (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Existing Trademark Security Agreements").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 21, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Intermediate Holdco, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make and continue extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented, or otherwise modified, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Amended and Restated Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make and continue their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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, has previously mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, and hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, in each case all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP 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;

(i) all renewals and extensions of the foregoing;

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

(iii) 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.

Notwithstanding the foregoing, no Lien on or security in any "intent-to-use" Trademark applications shall be deemed granted until such time, if any, as a statement of use has been filed with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Amended and Restated Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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 their Trademarks and IP 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 New York.

Section 7. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreements in their entirety, and nothing in this Trademark Security Agreement shall be deemed to constitute a novation of the Existing Trademark Security Agreements. Without in any way limiting the terms of this Trademark Security Agreement, all obligations of the Grantors under the Existing Trademark Security Agreements shall be deemed to be obligations of the Grantors under this Trademark Security Agreement and all security interest and other rights of the Agent with respect to the Trademark Collateral of the Grantors under the Existing Trademark Security Agreements shall be deemed to be the security interests or rights of the Agent hereunder. This Trademark Security Agreement does not evidence a repayment and reborrowing of the Secured Obligations (as defined in the Guaranty and Security Agreement) or a termination and regranting of the security interests granted under the Existing Trademark Security Agreement. Such Secured Obligations and security interests shall be continuing in all respects.

[SIGNATURE PAGES FOLLOW]

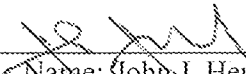
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JASON INCORPORATED,
as Grantor

By: 
Name: John J. Hengel
Title: Vice President of Finance

On behalf of itself and:
JacksonLea, a unit of Jason Incorporated,
and
Sackner Products Inc., a unit of Jason Incorporated

METALEX CORPORATION,
as Grantor

By: 
Name: John J. Hengel
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

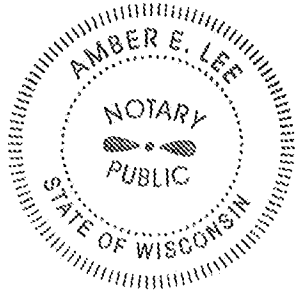
State of WISCONSIN)
County of MILWAUKEE)

ss.

On this 18 day of September, 2010 before me personally appeared John J. Hengel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jason Incorporated and Metalex Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their respective Boards of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Amber E. Lee
Notary Public

COMMISSION EXP. 09/15/2013



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: HRinehart
Name: **Heidi Rinehart**
Title: **Vice President**

Signature Page to Trademark Security Agreement

TRADEMARK
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OWNER⁴	TITLE	JURISD.	REG./APP. NO.	REG./APP. DATE
Metalex	METALEX	U.S.	2817521	2/24/04

⁴ The record owners marked with "*" are units or divisions of Jason Incorporated.