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
Union Corrugating Company		03/25/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	LBC Credit Partners II, L.P., as agent
Street Address:	2929 Arch Street
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2683495	VALU-RIB
Registration Number:	1927439	MASTERRIB
Registration Number:	2142559	SHIELD RAY
Registration Number:	2486237	ADVANTAGE-LOK
Registration Number:	3433296	YOUR ROOF. FOR LIFE.
Serial Number:	85071938	#1 FACTORY TRAINED METAL ROOFERS
Serial Number:	77690665	UNION CORRUGATING COMPANY METALPRO CONTRACTOR

CH $190.00 2683495

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312 558-6352
Email: lkonrath@winston.com

Correspondent Name:	Laura Konrath
Address Line 1:	35 W Wacker Drive
Address Line 2:	Winston & Strawn LLP, Suite 2800
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	11238-8
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/30/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of this 25th day of March, 2011 by Union Corrugating Company, a North Carolina corporation ("Grantor"), in favor of LBC Credit Partners II, L.P., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the Lenders are entering into that certain Term Loan Credit Agreement dated as of the date hereof (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders will make loans and other financial accommodations to or for the benefit of Grantor;

WHEREAS, as one of the conditions to making loans and other financial accommodations to or for the benefit of Grantor, Grantee and Lenders have required that Grantor grant certain liens and security interests in favor of Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement to be entered into by and between Grantor and Grantee as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names and trademark licenses (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Grantor to Grantee and Lenders under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby r eaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark listed on Schedule 1 hereto, free and clear of any liens, charges and encumbrances (other than the security interest in favor of Revolving Loan Agent securing the Revolving Loan Debt and subject to the Intercreditor Agreement);

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark listed on Schedule 1 hereto; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms with respect to each Trademark listed on Schedule 1 hereto.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in any Trademark listed on Schedule 1 hereto or any other material Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Grantee under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks listed on Schedule 1 hereto are used, to the extent consistent with commercially reasonable business practices.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall (i) become aware of any existing Trademarks owned by Grantor of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee written notice thereof on a quarterly basis. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

TRADEMARK
REEL: 004511 FRAME: 0301

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement, the Guaranty and the Security Agreement have been terminated, Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, Grantor shall give to Grantee prompt written notice thereof.

8. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor and (iii) ensure that the Trademarks are and remain enforceable, except, in any case, where Grantor determines in its business judgment that any Trademark or trademark application has nominal value or is not useful to the Grantor's business.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement, the Guaranty and the Security Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

10. Intercreditor Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

[signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

UNION CORRUGATING COMPANY, a North Carolina corporation

By _____
Name: Bob Pfordresher
Title: Chief Financial Officer, Assistant Secretary

SCHEDULE 1

TRADEMARKS

Trademark	U.S. Registration No.
VALU-RIB	2,683,495
MASTERRIB	1,927,439
SHIELD RAY	2,142,559
ADVANTAGE-LOK	2,486,237
YOUR ROOF. FOR LIFE.	3,433,296

TRADEMARK APPLICATIONS

Trademark	Serial No.
#1 FACTORY TRAINED METAL ROOFERS	85071938
UNION CORRUGATING COMPANY METALPRO CONTRACTOR	77690665

MATERIAL TRADE NAMES

Union Corrugating Company, Union Corrugating and UCC
Spencer Steel Company
Spencer Steel Supply
Anderson Steel Supply
Tifton Steel Company
Tifton Steel Products
Orange Steel Roofing Products
Unico Metal Products
Vicksburg Metal Products
Dayton Metals
Great Plains Metals
Union Corrugating Company NE Division