

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment and Confirmation of Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Vent Inc.		10/11/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85108543	GOING GREEN SAVES GREEN	
CORRESPONDENCE DATA			
Fax Number:	(216)566-5800		
Phone:	216-566-5776		
Email:	wendy.seifert@thompsonhine.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David D. Thomas, Esq.		
Address Line 1:	127 Public Square		
Address Line 2:	3900 Key Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	066410.00047		
NAME OF SUBMITTER:	David D. Thomas, Esq.		
Signature:	/ddt/		

OP \$40.00 85108543

Date:

10/24/2011

Total Attachments: 15

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AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 11th day of October, 2011 by and between AIR VENT INC., a Delaware corporation ("Pledgor"), and KEYBANK NATIONAL ASSOCIATION, as the Administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, GIBRALTAR INDUSTRIES, INC., a Delaware corporation and GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), the lenders party thereto and the Administrative Agent entered into that certain Third Amended and Restated Credit Agreement, dated as of July 24, 2009 (the "Original Credit Agreement");

WHEREAS, the Borrowers are entering into that certain Fourth Amended and Restated Credit Agreement, dated as of October 11, 2011, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), the Administrative Agent, JPMorgan Chase Bank, N.A. and Bank of America, N.A., as co-syndication agents, and M&T Bank, RBS Citizens, National Association and HSBC Bank USA, National Association, as co-documentation agents (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the Original Credit Agreement, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of July 24, 2009, wherein Pledgor granted to the Administrative Agent, for the benefit of the lenders referenced therein, a security interest in all of Pledgor's intellectual property as security for the Secured Obligations, as defined in the Original Credit Agreement (as amended, the "IP Agreement");

WHEREAS, the Credit Agreement amends and restates in its entirety the Original Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall secure the Secured Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accomodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Amendments to IP Agreement.

(a) General Amendment. The IP Agreement is hereby amended to delete all references to the term “Agent” therefrom and to insert in place thereof the term “the Administrative Agent”.

(b) Amendment to Recitals. The IP Agreement is hereby amended to delete Section 1 (Recitals) therefrom and to insert in place thereof the following:

1. Recitals.

GIBRALTAR INDUSTRIES, INC., a Delaware corporation and GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Fourth Amended and Restated Credit Agreement, dated as of October 11, 2011, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), the Administrative Agent, JPMorgan Chase Bank, N.A. and Bank of America, N.A., as co-syndication agents, and M&T Bank, RBS Citizens, National Association and HSBC Bank USA, National Association, as co-documentation agents (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders continue to grant to the Borrowers the financial accommodations as described in the Credit Agreement.

(c) Amendment to Definitions. Section 2 of the IP Agreement is hereby amended to delete the definitions of “Designated Hedge Agreement”, “Designated Hedge Document”, “Designated Hedge Obligations”, “Obligations” and “Secured Obligations” therefrom, and to insert in place thereof, respectively, the following:

“Designated Hedge Agreement” means any Hedge Agreement (other than a Commodity Hedging Device) to which any Credit Party is a party and as to which a Lender or any of its affiliates is a counterparty that, pursuant to a written instrument signed by the Administrative Agent, has been designated as a Designated Hedge Agreement, so that such Credit Party’s counterparty’s credit exposure thereunder will be entitled to share in the benefits of the Guaranties of Payment and the Security Documents to the extent such Loan Documents provide guarantees or security for creditors of such Credit Party under Designated Hedge Agreements. Any such Hedge Agreement shall cease to be a Designated Hedge Agreement if its termination date is extended, notional amount increased, or fixed rate payable by a Credit Party increased, without the prior written consent of the Administrative Agent.

“Designated Hedge Document” means (a) each Designated Hedge Agreement to which a Credit Party is now or may hereafter become a party, and (b) each confirmation, transaction statement or other document executed and delivered in connection therewith to which a Credit Party is now or may hereafter become a party.

“Designated Hedge Obligations” means all obligations and liabilities of one or more Credit Parties under Designated Hedge Documents, in all cases whether now existing, or hereafter incurred or arising, including any such amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under Section 362(a) of the Bankruptcy Code.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to the Administrative Agent, the Swing Line Lender, any Fronting Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans and all obligations of the Borrowers or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document (other than the Alabama Metal Guaranty, the Diamond Perforated Guaranty and the Noll/Norwesco Guaranty); and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) the Designated Hedge Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender), and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements.

(d) Additions to Definitions. Section 2 of the IP Agreement is hereby amended to add the following new definitions thereto:

“Alabama Metal Guaranty” means that certain Guaranty of Payment, dated October 11, 2011, by Alabama Metal Industries Corporation in favor of the Administrative Agent, as the same may from time to time be further amended, restated or otherwise modified.

“Diamond Perforated Guaranty” means that certain Guaranty of Payment, dated October 11, 2011, by Diamond Perforated Metals, Inc. in favor of the Administrative Agent, as the same may from time to time be further amended, restated or otherwise modified.

“Noll/Norwesco Guaranty” means that certain Amended and Restated Guaranty of Payment, dated October 11, 2011, by Noll/Norwesco, LLC in favor of the Administrative Agent, as the same may from time to time be further amended, restated or otherwise modified.

(e) Amendment to Schedule 1. The IP Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Pledgor hereby acknowledges and agrees that the Credit Agreement amends and restates the Original Credit Agreement, but does not terminate or replace the Original Credit Agreement. All of the Secured Obligations arising under the Original Credit Agreement and the IP Agreement shall continue as Secured Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Secured Obligations and any future indebtedness owing under the Credit Agreement, by the security interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Secured Obligations arising under the Original Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent, on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

6. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any such action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the

State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

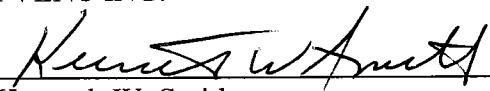
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Security Agreement as of the date first set forth above.

AIR VENT INC.

By: 
Kenneth W. Smith
Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Paul A. Taubeneck
Vice President

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Security Agreement as of the date first set forth above.

AIR VENT INC.

By: _____
Kenneth W. Smith
Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent



By: Paul A. Taubeneck
Paul A. Taubeneck
Vice President

SCHEDULE 1

See attached.




Copyright Claimant	Reg. #	Date Reg.	Title
Air Vent Inc.	TX 131-073	7/24/1978	Principles of Attic Ventilation

**Air Vent Inc.
Trademarks**

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
AV (stylized)		Registered	12/8/1981	1,180,817	73/258,601	USA	IC 006	Metal roof ventilators
FILTERVENT	FILTERVENT	Registered	6/5/1990	1,599,621	73/838,041	USA	IC 019	Unitary fabricated roof ridge ventilators without moving parts
FILTERVENT	FILTERVENT	Registered	12/4/2007	3,348,074	78/549,016	USA	IC 019	Non-metallic unitary fabricated roof ridge ventilators without moving parts
PEAKPERFORMER (and design)		Registered	4/24/2007	3,234,789	78/617,180	USA	IC 019	Non-mechanical plastic roof ridge vent for ventilating attics
SHINGLEVENT	SHINGLEVENT	Registered	6/18/1991	1,648,162	73/834,918	USA	IC 019	Unitary fabricated roof ridge ventilators without moving parts and installation parts sold as a unit
SOLAR TEK (and design)		Registered	3/24/1987	1,433,735	73/607,334	USA	IC 011	Automatic foundation ventilator

TRADEMARK

**Air Vent Inc.
Trademarks**

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
SOLARCOOL (and design)		Registered	11/1/2005	3,011,981	78/242,018	USA	IC 006	Solar powered roof and attic vent
TEMP-VENT (and design)		Registered	1/27/1976	1,031,384	73/049,505	USA	IC 011	Automatic foundation ventilators
THE EDGE	THE EDGE	Registered	11/11/2008	3,531,951	77/239,648	USA	IC 019	Plastic attic roof intake vents for ventilation purposes
VENTURIVENT	VENTURIVENT	Registered	7/3/1990	1,604,349	73/835,541	USA	IC 006	Unitary fabricated roof ridge ventilators without moving parts made primarily of metal
GOING GREEN SAVES GREEN		Pending	N/A	N/A	85/108543	USA	IC 011	Solar Powered Attic Fans

TRADEMARK

**Air Vent, Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Externally baffled ridge vent and methods of manufacture and use	10/970,302	6,991,535	U	10/21/2004	1/31/2006	USA
End-ventilating adjustable pitch arcuate roof ventilator	09/973,259	6,482,084	U	10/9/2001	11/19/2002	USA
Multi-baffled roof ridge vent	09/307,304	6,128,869	U	5/7/1999	10/10/2000	USA
End-ventilating adjustable pitch arcuate roof ventilator	09/447,666	6,149,517	U	11/23/1999	11/21/2000	USA

**Air Vent, Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Externally baffled ridge vent and methods of manufacture and use	10/610,067	6,881,144	U	6/20/2003	4/19/2005	USA
End-ventilating adjustable pitch arcuate roof ventilator	09/711,370	6,299,528	U	11/10/2000	10/9/2001	USA
Vent with presecured mechanical fasteners	10/600,397	6,793,574	U	6/20/2003	9/21/2004	USA
Ventilator	07/443,215	4,962,882	U	11/27/1989	10/16/1990	USA

**Air Vent, Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Adjustable filtered roof ridge ventilator	07/664,394	5,122,095	U	3/4/1991	6/16/1992	USA
Temperature and humidity sensitive high efficiency exhaust ventilator apparatus	07/882,182	5,253,804	U	5/12/1992	10/19/1993	USA
Thrust bearing assembly for roof turbine	07/947,741	5,326,313	U	9/21/1992	7/5/1994	USA
Power temp vent duct system	08/020,686	5,294,049	U	2/22/1993	3/15/1994	USA

**Air Vent, Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Rollable ridge vent	29/209,647	D511,847	D	7/19/2004	11/22/2005	USA
Rollable ridge vent	29/210,091	D511,848	D	7/27/2004	11/22/2005	USA
Off-peak intake vent	29/297,913	D574,947	D	11/21/2007	8/12/2008	USA
Externally baffled ridge vent	11/238,315	n/a	U	9/29/2005	n/a	USA