

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Confirmation of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solar Group, 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: 11

Property Type	Number	Word Mark
Registration Number:	1984693	MAILSAFE
Registration Number:	3219028	SIMPL STORAGE
Registration Number:	1541576	THE BRUTE
Registration Number:	2652518	THE ESTATE SERIES
Registration Number:	2812677	THE GENTRY
Registration Number:	2591184	THE ULTIMATE RIDGE VENT
Serial Number:	77616292	ESTATE
Serial Number:	85093960	HERITAGE
Serial Number:	85410562	THE BIG EASY
Serial Number:	85321988	MAILSAFE
Serial Number:	85093746	MAIL MAX

CORRESPONDENCE DATA

Fax Number: (216)566-5800

900205373

**TRADEMARK
 REEL: 004647 FRAME: 0327**

OP \$290.00 1984693

Phone: 216-566-5940
 Email: wendy.seifert@thompsonhine.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Adam R. Nazette, 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/
Date:	10/24/2011

Total Attachments: 19
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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 SOLAR GROUP, 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.

SOLAR GROUP, 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.

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SOLAR GROUP, 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
Solar Group, Inc.	TX 5-186-529	4/30/2000	Olde Towne Collection
Solar Group, Inc.	TXU 976-824	11/27/2000	Premium Mailbox Post: The Estate ES200 Black
Solar Group, Inc.	TXU 977-296	11/27/2000	Premium Mailbox Post: The Estate Series ES200 White
Solar Group, Inc.	TXU 980-800	12/4/2000	Premium Mailbox: Estate Series E15 Premium Aluminum Mailbox Post
Solar Group, Inc.	TXU 980-912	11/27/2000	Premium Mailbox: Estate Series E15 Black
Solar Group, Inc.	TXU 983-179	11/28/2000	Premium Mailbox (Estate Series E15 White)
Solar Group, Inc.	V3412D855	3/13/1998	Century Classic 2000 Mailbox & 1 Other Title (Century Classic 2000 3-D artwork)
Solar Group, Inc.	VA 1-038-133	3/27/2000	Olde Towne Collection Post Assembly
Solar Group, Inc.	VA 1-041-820	3/27/2000	Olde Towne Collection Vertical Mailbox
Solar Group, Inc.	VA 1-041-830	3/27/2000	Olde Towne Collection Horizontal Mailbox
Solar Group, Inc.	VAU 462-933	5/28/1999	Cast Aluminum Horizontal Citibox
Solar Group, Inc.	VAU 469-000	5/14/1999	Cast Aluminum Vertical Citibox

Solar Group, Inc.
Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
AIRHAWK	AIRHAWK	Registered	4/11/1995	1,889,235	74/447,442	USA	IC 011	Roof ventilators, louver-type ventilators, foundation vents and roof and attic fans for residential and commercial use
ARTCRAFT	ARTCRAFT	Registered	6/6/2006	3,100,404	78/593,252	USA	IC 006	Mailboxes, mailbox support posts and bases, newspaper boxes, and decorative finials, post caps, and mounting brackets for the above, all made primarily of metal; street signs, street sign support posts, street sign brackets, all made primarily of metal
EASY UP (and design)		Registered	10/8/1996	2,006,214	75/013,693	USA	IC 006 IC 011 IC 020	Metal goods, namely drive-in post anchors, T-bracing and flat wall bracing, door viewers and knockers, door finger pulls, door stops, handrail brackets, cabinet catches, metal closet rods, sash locks, sash lifts, closet hinges, metal rod chairs for supporting reinforcing bars used in concrete

Solar Group, Inc.
Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
HANG STUFF (and design)		Registered	9/9/1980	1,139,387	73/205,314	USA	IC 006	Wall mounted adjustable tool holders made of metal
MAILSAFE (and design)		Registered	7/2/1996	1,984,693	74/595,017	USA	IC 020	Non-metal mail boxes
POST L POST	POST L POST	Registered	7/15/1969	0,872,869	72/310,288	USA	IC 006	Metal posts for mounting rural mail boxes


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Solar Group, Inc.
Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
SIMPL STORAGE	SIMPL STORAGE	Registered	3/13/2007	3,219,028	78/555,053	USA	IC 020	Plastic shelving systems comprised of plastic shelves, plastic columns, plastic drawers, plastic closet rods, plastic uprights, plastic closet shelving
THE BRUTE (stylized)		Registered	5/30/1989	1,541,576	73/747,770	USA	IC 020	Non-metal rural mailboxes
THE ESTATE SERIES	THE ESTATE SERIES	Registered	11/19/2002	2,652,518	76/167,826	USA	IC 006	Rural metal mailboxes, metal posts for supporting mailboxes, metal fasteners for securing post components to each other
THE GENTRY	THE GENTRY	Registered	2/10/2004	2,812,677	76/498,613	USA	IC 020	Plastic rural mailboxes and plastic posts for rural mailboxes
THE ULTIMATE RIDGE VENT	THE ULTIMATE RIDGE VENT	Registered	7/9/2002	2,591,184	76/235,253	USA	IC 019	Non-metallic building materials, namely roofing ridge vents and vent strips

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Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
ESTATE	ESTATE	Pending	n/a	n/a	77/616,292	USA	IC 006	Metal fasteners, namely, bolts, screws, rivets, nails, brackets and fittings for securing mailbox and mailbox post components together; metal mailboxes; metal posts
BERKSHIRE	BERKSHIRE	Registered	1/11/2005	2,917,510	78/353,597	USA	IC 006	Metal mail boxes
FIRST CLASS	FIRST CLASS	Registered	10/30/2007	3,325,892	78/534,588	USA	IC 006 IC 020	Metal mail boxes; Non-metal mail boxes
POSTMASTER	POSTMASTER	Registered	11/7/2000	2,402,352	75/350,207	USA	IC 006 IC 020	Metal mail boxes and accessories, namely, mounting brackets and shelf expanders; Non-metal mail boxes and accessories, namely, mounting brackets and shelf expanders
POSTMASTER MAILBOX (and design)		Registered	6/25/1991	1,648,645	74/025,603	USA	IC 006 IC 020	Stakes used to support mailboxes; Mailboxes and covers therefor

TRADEMARK

Solar Group, Inc.
Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
THE IRONSIDE	THE IRONSIDE	Registered	3/19/2002	2,550,239	75/350,209	USA	IC 006	Mail boxes made predominately of metal
HERITAGE	HERITAGE	Pending	n/a	n/a	85/093960	USA	IC 020	Non-metal mailboxes
THE BIG EASY	THE BIG EASY	Pending	n/a	n/a	85/410562	USA	IC 020	Non-metal mailboxes
MAILSAFE	MAILSAFE	Pending	n/a	n/a	85/321988	USA	IC 006	Metal mailboxes
MAIL MAX	Mail Max	Pending	n/a	n/a	85/093746	USA	IC 006	Metal mailboxes

TRADEMARK

**Solar Group Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Rotatable vent	10/436,023	7,025,670	U	5/12/2003	4/11/2006	USA
Secure parcel receptacle, lock assembly therefore and associated method	09/824,138	6,412,688	U	4/2/2001	7/2/2002	USA
Swivel post anchor	08/937,757	5,884,874	U	9/25/1997	3/23/1999	USA
Mailbox support post	11/030,031	7,311,291	U	1/6/2005	12/25/2007	USA

**Solar Group Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Roll type roof ridge ventilator and associated method	09/772,611	6,684,581	U	1/30/2001	2/3/2004	USA
Roof ridge ventilation system	07/643,223	5,095,810	U	1/22/1991	3/17/1992	USA

**Solar Group Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Modular shelving system	11/048,838	7,686,173	U	2/2/2005	3/30/2010	USA
Nestable mailbox and method	09/486,160	6,347,736	U	2/22/2000	2/19/2002	USA
Reinforced plastic mailbox	11/052,591	7,086,581	U	2/7/2005	8/8/2006	USA
Ground mount post	11/024,265	7,090,117	U	12/28/2004	8/15/2006	USA

**Solar Group Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Mailbox and support	11/032,964	7,090,118	U	1/11/2005	8/15/2006	USA
Mailbox door with rain intercepting structure	11/042,280	7,090,119	U	1/25/2005	8/15/2006	USA
Multiple component mailbox having postal and newspaper compartments	11/047,976	7,104,436	U	2/1/2005	9/12/2006	USA

**Solar Group Inc.
Patents**

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Multiple purpose newspaper box	11/542,080	7,201,306	U	10/3/2006	4/10/2007	USA
Mailbox stand	09/181,237	5,971,267	U	10/28/1998	10/26/1999	USA