

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
Chelsea Building Products, Inc.		12/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3989795	DURATRUST
Registration Number:	2978969	AMERICAN HOMESTEAD
Registration Number:	2803173	TRUSTGARD
Registration Number:	1182968	CUSTOM GARD
Registration Number:	1495121	CUSTOMWELD
Registration Number:	1445171	WEATHERWELD
Registration Number:	1170232	POLY-TEX
Serial Number:	85647136	C CORE

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 215-569-5619
 Email: vaitl@blankrome.com

CH \$215.00 3989795

Correspondent Name: Timothy D. Pecsénye, Esquire
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01365
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/tdp/
Date:	12/26/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 24th day of December, 2012 by CHELSEA BUILDING PRODUCTS, INC., a Delaware corporation (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement (defined below) from time to time, collectively the "Borrowers"), has entered into that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan 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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations and active patents owned by or registered to Grantor.

4. Governing Law. This Agreement shall in all respects be interpreted, construed and governed by the substantive laws of the Commonwealth of Pennsylvania

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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

CHELSEA BUILDING PRODUCTS, INC.

By: 

Name: William B. Timmerman III

Title: Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By 

Name: Diane M. Shaak

Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

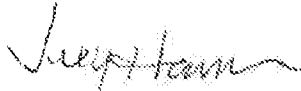
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TRADEMARK
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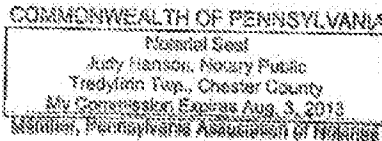
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF *Chester* :

On this 24th of December, 2012, before me personally appeared William B. Timmerman III, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Chelsea Building Products, Inc., that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:



[ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Applicati on No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
<u>DURATRUST</u>			<u>398979</u> <u>5</u>	<u>7/5/2011</u>	<u>U.S.A.</u>
<u>AMERICAN HOMESTEAD</u>			<u>297896</u> <u>9</u>	<u>7/26/200</u> <u>5</u>	<u>U.S.A.</u>
<u>TRUSTGARD</u>			<u>280317</u> <u>3</u>	<u>1/6/2004</u>	<u>U.S.A.</u>
<u>CUSTOM GARD</u>			<u>118296</u> <u>8</u>	<u>12/22/19</u> <u>81</u>	<u>U.S.A.</u>
<u>CUSTOMWELD</u>			<u>149512</u> <u>1</u>	<u>7/5/1988</u>	<u>U.S.A.</u>
<u>WEATHERWELD</u>			<u>144517</u> <u>1</u>	<u>6/30/198</u> <u>7</u>	<u>U.S.A.</u>
<u>POLY-TEX</u>			<u>117023</u> <u>2</u>	<u>9/22/198</u> <u>1</u>	<u>U.S.A.</u>
<u>C CORE</u>	<u>85/64713</u> <u>6</u>	<u>6/08/2012</u>			<u>U.S.A.</u>

SCHEDULE -1

PATENT REGISTRATIONS

<u>Descriptions</u>	<u>Patent Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>
Window Component Extrusion	444894	/10/2001	/10/2015	U.S.A.
Window Component Extrusion	447576	/4/2001	/4/2015	U.S.A.
Window Component Extrusion	457659	/21/2002	/21/2016	U.S.A.
Window Component Extrusion	444894	/10/2001	/10/2015	U.S.A.
Window Component Extrusion	447576	/4/2001	/4/2015	U.S.A.
Window Component Extrusion	448864	0/2/2001	0/2/2015	U.S.A.
Window Component Extrusion	457659	/21/2002	/21/2016	U.S.A.
Window Component Extrusion	461013	/30/2002	/30/2016	U.S.A.
Window Component Extrusion	461014	/30/2002	/30/2016	U.S.A.

PATENT APPLICATIONS

None

SCHEDULE - 1

POWER OF ATTORNEY

CHELSEA BUILDING PRODUCTS, INC. (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor, and such other Persons joined thereto from time to time as borrowers, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Intellectual Property Agreement) or additional Trademarks and Patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

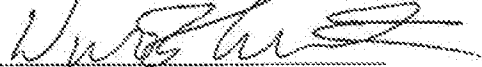
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this
21st day of December, 2012.

CHELSEA BUILDING PRODUCTS, INC.

By: 

Name: William B. Timmerman III

Title: Secretary

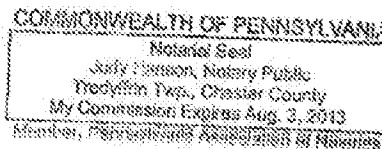
[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF *Chester* :

On this 21st of December, 2012, before me personally appeared William B. Timmerman III, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Chelsea Building Products, Inc.; that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Judy Garrison
.....
Notary Public
My Commission Expires:



[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]