

06-18-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): THE COOKSON COMPANY

1-30-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/16/2000

2. Name and address of receiving party(ies)

Name: LASALLE BUSINESS CREDIT, INC.

Internal Address:

Street Address: One Centerpointe Drive, #500

City: Lake Oswego State: OR Zip: 97035

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75865983

B. Trademark Registration No.(s) 1711282, 1142357, 1062622, 1063724, 0808327, 0607166

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bruce G. Berning

Internal Address:

01/31/2003 TDIAZ1 00000081 75865983

01 FC: 521 40.00 OP 02 FC: 522 125.00 OP

Street Address: 888 SW Fifth Avenue Suite 1600

06/17/2003 DBYRNE 00000116 75865983

01 FC: 522 City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION JUN 30 AM 7:12

DO NOT USE THIS SPACE

9. Signature.

Bruce G. Berning Name of Person Signing

Signature

1/23/03

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002756 FRAME: 0353

TRADEMARK SECURITY AGREEMENT

^{16th} THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this day of December, 2002, by **The Cookson Company**, a California corporation, **Cookson Door Sales of Arizona, Inc.**, an Arizona corporation, **Cookson Door Sales of South Carolina, Inc.**, a South Carolina corporation and **Southland Door Systems**, a California corporation (collectively, "**Borrowers**" and each individually, a "**Borrower**") in favor of **LaSalle Business Credit, Inc.**, with an office at One Centerpointe Drive, Suite 500, Lake Oswego, Oregon 97035 ("**Lender**"):

WITNESSETH

WHEREAS, Borrowers and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Lender of a security interest in certain of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

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, each Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, each Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part, and each such Trademark is presently subsisting;

(ii) such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Borrower not to sue third persons;

(iii) such Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrowers agree that until Borrowers' Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrowers shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Borrower represents and warrants that, based on a diligent investigation by such Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by each Borrower. If, before Borrowers' Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Borrower shall (i) become aware of any existing Trademarks of which such Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower

shall give to Lender prompt written notice thereof. Each Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Liabilities and the termination of the Financing Agreements. Borrowers agree that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrowers.

7. Product Quality. Borrowers agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrowers agree that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Liabilities.

10. Duties of Borrowers. Borrowers shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrowers' Liabilities under this Section 10 shall be borne by Borrowers.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power to (i) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, 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. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrowers acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Oregon.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrowers have duly executed this Security Agreement as of the date first written above.

THE COOKSON COMPANY

By: *Robert Cookson*
Title: *Pres*

COOKSON DOOR SALES OF ARIZONA, INC.

By: *Robert Cookson*
Title: *Pres*

COOKSON DOOR SALES OF SOUTH CAROLINA, INC.

By: *Robert Cookson*
Title: *Pres*

SOUTHLAND DOOR SYSTEMS

By: *Robert C. Cookson*
Title: *Pres*

Agreed and Accepted

As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.

By: *Mark E. Luhn*
Title: *FVP*

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registrant</u>	<u>U.S. Serial/ Registration No.</u>	<u>Date Registered</u>	<u>Status</u>
FIRESTOP	The Cookson Company	1711282	9/1/92	Live
FIREFLY (stylized letters)	The Cookson Company	1142357	12/9/80	Live
COOKSON (and design)	The Cookson Company	1062622	4/5/77	Live
C COOKSON (and design)	The Cookson Company	1063724	4/19/77	Live
WEATHERBAR	The Cookson Company	0808327	5/17/66	Live
C (stylized letters)	The Cookson Company	0607166	6/14/55	Live
DETECTEDGE	The Cookson Company	0693,037	2/16/60	Cancelled
C (stylized letters)	The Cookson Company	0607167	6/14/55	Expired
SERVIRE (stylized letters)	The Cookson Company	0553226	1/8/52	Expired

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