

**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
Wilian Holding Company		12/22/2005	CORPORATION: IOWA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2769542	ADJUST-A-DECK
Registration Number:	1774906	ADJUST-A-TRUSS
Registration Number:	2852216	CONCRETE CONSTRUCTION AND FORMING INSTITUTE
Registration Number:	1789100	CUNNINGHAM
Registration Number:	1756422	E-BEAM
Registration Number:	370216	ECONOMY
Registration Number:	1267520	EF-COAT
Registration Number:	1269554	EF-GARD
Registration Number:	606591	EFCO
Registration Number:	859538	EFCO
Registration Number:	1347205	EFCO
Registration Number:	1407367	EFCO LITE
Registration Number:	2769532	E-Z DECK
Registration Number:	2769543	E-Z SHORE

**CH \$765.00 2769542**

Registration Number:	1604621	FORM MARKS
Registration Number:	2543109	HAND-E-FORM
Registration Number:	2574523	HP2400
Registration Number:	1777630	JUMBO
Registration Number:	852562	LIQUID HEAD
Registration Number:	881982	MONO-FLYER
Registration Number:	2491866	MONO-POST
Registration Number:	1367309	PLATE GIRDER
Registration Number:	1412016	REDI-RADIUS
Registration Number:	1705993	SUPER STUD
Registration Number:	2491660	SUPER STUD
Registration Number:	1733940	SWAPLOADER
Registration Number:	1504306	TRANS-FORM
Registration Number:	1719325	SWAPTAINER
Registration Number:	2420932	Z-BEAM
Serial Number:	78541729	POWER TOWER

**CORRESPONDENCE DATA**

Fax Number: (312)269-1747  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-269-8000  
Email: nwalker@ngelaw.com  
Correspondent Name: Neal, Gerber & Eisenberg LLP  
Address Line 1: Two North LaSalle Street  
Address Line 2: Attn: Nicole Walker  
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	013242-0247
NAME OF SUBMITTER:	Nicole M. Walker
Signature:	/Nicole M. Walker/
Date:	04/10/2006

Total Attachments: 15  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of December 22, 2005, by and between WILIAN HOLDING COMPANY, an Iowa corporation (the "Borrower"), and BANK OF AMERICA, N.A., as Administrative Agent (the "Agent").

### WITNESSETH:

WHEREAS, Borrower, Agent and the other Lenders from time to time party thereto, are parties to that certain Credit Agreement dated of even date herewith (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrower;

WHEREAS, Borrower and the Agent are parties to that certain Security Agreement dated of even date herewith (as amended, modified, restated and supplemented from time to time, the "Security Agreement"), pursuant to which the Borrower has secured certain liabilities and obligations;

WHEREAS, Borrower has agreed to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Security Agreement) and (ii) as a condition precedent to the Agent entering into the Credit Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement or the Security Agreement shall have the meaning specified for such term in the Credit Agreement or the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Credit Agreement and the Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party to the extent permitted by and subject to such other agreements, whether Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Borrower will not, without Agent's prior written consent, take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the Agent's security interest in the Trademarks and Licenses.

6. New Trademarks and Licenses. Borrower represents and warrants that (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements pursuant to which Borrower is the licensee or

licensor thereunder and (c) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times upon reasonable prior notice to Borrower (and at any time when an Event of Default or Unmatured Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Borrower's quality control processes; provided that, in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product and service quality controls as Agent or such conservator, in its commercially reasonable judgment, may deem necessary to assure maintenance of the quality of products and services sold by Borrower under the Trademarks and the Licenses. Borrower agrees (a) not to sell or assign its interest in the Trademarks or the Licenses without the prior and express written consent of Agent which consent will not be unreasonably withheld, (b) to maintain the quality of said products and services as of the date hereof, and (c) not to change the quality of such products or services in any material respect without Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations, this Agreement shall terminate and Agent shall promptly execute and deliver to the Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses (including, without limitation, a

Release in the Form attached hereto as Exhibit A), subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business and at the Borrower's commercially reasonable discretion, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Borrower further agrees (i) not to abandon any Trademark or License necessary in the operation of the Borrower's business without the prior written consent of Agent and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses, that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower has no obligation to register marks not currently registered or in pending application for registration.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the Security Agreement and any other Loan Documents.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this 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 hereof, 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 Agreement in any jurisdiction.

15. Modification. This Agreement (including the Schedules) cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an uncured Event of Default and the giving of written notice by Agent to Borrower of Agent's intention to enforce its rights and claims against Borrower, Borrower hereby irrevocably designates, constitutes and appoints Agent as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence of an Event of Default, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks or Licenses. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

20. Agent's Duty. Agent shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Agent shall not be under any




obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

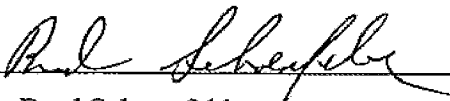
21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date set forth above.

**WILIAN HOLDING COMPANY**

By:   
Name: A.L. Jennings  
Title: Chairman of the Board and Chief Executive Officer

By:   
Name: Brad Schoenfelder  
Title: Chief Financial Officer and Secretary-Treasurer

**BANK OF AMERICA, N.A., as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date set forth above.

**WILLIAN HOLDING COMPANY**

By: \_\_\_\_\_

Name: A.L. Jennings

Title: Chairman of the Board and Chief Executive Officer

By: \_\_\_\_\_

Name: Brad Schoenfelder

Title: Chief Financial Officer and Secretary-Treasurer

**BANK OF AMERICA, N.A., as Administrative Agent**

By:  \_\_\_\_\_

Name: David A. Johanson

Title: Vice President

SCHEDULE A  
TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Adjust-A Deck	2,769,542	September 30, 2003
United States	Adjust-A-Truss	1,774,906	June 8, 1993
United States	Concrete Construction	2,852,216	June 8, 2004
United States	Cunningham	1,789,100	August 24, 1993
United States	E-Beam	1,756,422	March 9, 1993
United States	Economy	370,216	August 22, 1939
United States	EF-Coat	1,267,520	February 21, 1984
United States	EF-Gard	1,269,554	March 13, 1984
United States	EFCO	606,591	May 31, 1955
United States	EFCO (Football Design)	859,538	November 5, 1968
United States	EFCO (World Design)	1,347,205	July 9, 1985
United States	EFCO Plate Girder	1,367,309	October 29, 1985
United States	EFCO-Lite	1,407,367	September 2, 1986
United States	EZ-Deck	2,769,532	September 30, 2003
United States	EZ-Shore	2,769,543	September 30, 2003
United States	Form Marks	1,604,621	July 3, 1990
United States	Hand-E-Form	2,543,109	February 26, 2002

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	HP2400	2,574,523	May 28, 2002
United States	Jumbo	1,777,630	June 22, 1993
United States	Liquid Head	852,562	July 16, 1968
United States	Mono-Flyer	881,982	December 9, 1969
United States	Mono-Post	2,491,866	September 25, 2001
United States	Plate Girder	1,367,309	October 29, 2005
United States	Redi-Radius	1,412,016	October 7, 1986
United States	Super Stud	1,705,993	August 4, 1992
United States	Super Stud I	2,491,660	September 25, 2001
United States	Swaploader	1,733,940	November 17, 1992
United States	Swaptainer	1,719,325	September 22, 1992
United States	Trans Form	1,504,306	September 13, 1988
United States	Z-Beam	2,420,932	January 16, 2001
Argentina	E-Beam	1.695.777	October 19, 1998
Argentina	EFCO	1,638,618	July 23, 1997
Argentina	Super Stud	1,644,224	September 10, 1997
Australia	EFCO	378,367	July 15, 1982
Australia	EFCO (World Design)	399,034	October 26, 1983
Bolivia	EFCO	65746-C	April 22, 1998
Brazil	E-Beam	819321362	March 16, 1999
Brazil	EFCO & Design	819241733	January 26, 1999

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brazil	Super Stud	819315001	April 3, 2001
Canada	Adjust-A-Truss	419,350	May 11, 1993
Canada	EFCO	477.217	April 6, 1997
Canada	Form Marks	392,197	December 20, 1991
Canada	Super Stud	420,500	December 10, 1993
Canada	Swaploader	439,379	February 17, 1995
Chile	E-Beam	482.409	March 17, 1997
Chile	EFCO		
Chile	Swaploader	197,646	July 9, 1992
Chile	Swaptainer	197,647	July 9, 1992
Columbia	EFCO	126,303	December 6, 1988
Denmark	EFCO (Device)	3642/1987	October 30, 1987
Denmark	EFCO (World Design)	3643/1987	October 30, 1987
Equador	EFCO	DNPI-184696-MICIP	November 11, 1996
Egypt	EFCO	61,384	October 5, 1982
Egypt	EFCO (World Design)	63,161	November 7, 1983
Finland	EFCO	2745/85	August 16, 1985
Finland	EFCO (World Design)	2893/85	August 28, 1985
France	EFCO	1,320,402	August 16, 1985

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
France	EFCO (World Design)	1,321,346	August 28, 1985
Germany	EFCO	1,112,241	October 5, 1987
Germany	EFCO (World Design)	1,112,242	October 5, 1987
Germany	Redi-Radius	1,102,019	May 14, 1986
Guatemala	EFCO (World Design)	56,117	November 7, 1988
Guatemala	EFCO	39,591	August 5, 1980
Guatemala	Plate Girder	39,578	August 5, 1980
Ireland	EFCO	117,512	August 14, 1985
Japan	EFCO	4341015	December 3, 1999
Mexico	E-Beam	657,311	May 31, 2000
Mexico	EFCO	426337	
Norway	EFCO	129,796	August 27, 1987
Norway	EFCO (World Design)	130,526	November 5, 1987
Panama	EFCO	80658	May 3, 1996
Peru	E-Beam	029,300	September 18, 1996
Peru	EFCO	015,493	April 11, 1995
Peru	EFCO (World Design)	236647	March 30, 1995
Peru	Super Stud	028,664	August 27, 1996
Philippines	EFCO	4-1997-123521	July 8, 2004

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
South Africa	EFCO	4427/82	June 14, 1982
South Africa	EFCO (World Design)	7632/83	October 26, 1983
Sweden	EFCO (World Design)	194,676	February 8, 1985
Sweden	EFCO (Football Design)	194,136	December 28, 1984
Thailand	EFCO	51,455	December 28, 1995
United Kingdom	EFCO	153,4998	October 28, 1994
United Kingdom	EFCO (World Design)	1,473,021	August 9, 1991
United Kingdom	Super Stud	1,458,046	March 13, 1991
Venezuela	Economy	101.697	March 9, 1983
Venezuela	EFCO	121.803	May 9, 1986
Venezuela	EFCO (football design)	12,180	March 5, 1991
Venezuela	EFCO (World Design)	142.963	March 5, 1991
Venezuela	EFCO de Venezuela	16804-D	June 8, 1982
Venezuela	Plate Girder	101.434F	January 25, 1983
Venezuela	Space Generator	101.435F	January 25, 1983
Venezuela	Space Generator and Design	101.436F	January 25, 1983



Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Power Tower	78/541,729	January 4, 2005
Chile	EFCO	374.171	April 11, 1997
Malaysia	E-Beam	99/01668	March 2, 1999
Malaysia	EFCO	97/09,672	July 16, 1997
Mexico	Super Stud	264,957	June 7, 1996
Taiwan	E-Beam	88-14008 900510	March 31, 1999
Taiwan	EFCO	84-17469	April 15, 1995

**SCHEDULE B**  
**TRADEMARK LICENSES**

None.