

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
Amerimax Building Products, Inc.		03/18/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	191 Peachtree Street, N.E.		
Internal Address:	Suite 3800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2718014	MAXX-BRITE	
Registration Number:	2931322	MAXX PANELS	
Registration Number:	3578348	ALUMAWOOD	
Registration Number:	3655110	MAXX PANELS	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-859-8000		
Email:	Alexander.Kim@ffhsj.com,teas@ffhsj.com		
Correspondent Name:	Alexander M. Kim		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	31541-11 A. KIM		

CH \$1115.00 2718014

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**TRADEMARK
 REEL: 004506 FRAME: 0257**

NAME OF SUBMITTER:	Alexander M. Kim
Signature:	/AMK/
Date:	03/25/2011
Total Attachments: 15 source=Euramax et al to REGIONS BANK Security Agreement#page1.tif source=Euramax et al to REGIONS BANK Security Agreement#page2.tif source=Euramax et al to REGIONS BANK Security Agreement#page3.tif source=Euramax et al to REGIONS BANK Security Agreement#page4.tif source=Euramax et al to REGIONS BANK Security Agreement#page5.tif source=Euramax et al to REGIONS BANK Security Agreement#page6.tif source=Euramax et al to REGIONS BANK Security Agreement#page7.tif source=Euramax et al to REGIONS BANK Security Agreement#page8.tif source=Euramax et al to REGIONS BANK Security Agreement#page9.tif source=Euramax et al to REGIONS BANK Security Agreement#page10.tif source=Euramax et al to REGIONS BANK Security Agreement#page11.tif source=Euramax et al to REGIONS BANK Security Agreement#page12.tif source=Euramax et al to REGIONS BANK Security Agreement#page13.tif source=Euramax et al to REGIONS BANK Security Agreement#page14.tif source=Euramax et al to REGIONS BANK Security Agreement#page15.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of March 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **REGIONS BANK ("Regions")**, as agent for the Secured Parties (in such capacity, as "**Agent**") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, **EURAMAX INTERNATIONAL, INC.**, a Delaware corporation ("**Euramax**"); **AMERIMAX HOME PRODUCTS, INC.**, a Delaware corporation ("**AHP**"); **AMERIMAX BUILDING PRODUCTS, INC.**, a Delaware corporation ("**ABP**"); **BERGER BUILDING PRODUCTS, INC.**, a Pennsylvania corporation ("**BBP**"); **FABRAL, INC.**, a Delaware corporation ("**Fabral**"); and **AMP COMMERCIAL, INC.**, a Delaware corporation formerly known as Gutter Suppliers, Inc. ("**AMP**"); and the other Borrowers joined as parties thereto from time to time; **EURAMAX HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"); **AMERIMAX FABRICATED PRODUCTS, INC.**, a Delaware corporation ("**AFP**"); **AMERIMAX FINANCE COMPANY, INC.**, a Delaware corporation ("**AFC**"); **BERGER HOLDINGS, LTD**, a Pennsylvania corporation ("**BHL**"); **FABRAL HOLDINGS, INC.**, a Delaware corporation ("**Fabral Holdings**"); **AMERIMAX UK, INC.**, a Delaware corporation ("**AUK**"); and **AMERIMAX RICHMOND COMPANY**, an Indiana corporation ("**Richmond**"), and the other Guarantor joined as parties thereto from time to time; the Lenders party thereto from time to time, and Agent have entered into an Amended and Restated Senior Secured Revolving Credit and Guaranty Agreement, dated as of March 18, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Credit Agreement**").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as of March ___, 2011, in favor of Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and

any new renewals thereof, including, without limitation, each registration and application identified in **Schedule 1** excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in **Schedule 1**, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "**Patents**");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in **Schedule 1**, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("**Copyrights**");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "**Trade Secrets**");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1**, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

EURAMAX INTERNATIONAL, INC.

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

AMERIMAX HOME PRODUCTS, INC.

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

AMERIMAX BUILDING PRODUCTS, INC.

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

[Signatures continue on the following page.]

BERGER BUILDING PRODUCTS, INC.

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

FABRAL, INC.

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

BERGER HOLDINGS, LTD.

ATTEST:

RSANT

Secretary

[CORPORATE SEAL]

By: RSANT

Title: R. Scott Vasant, Chief Financial Officer

[Signatures continue on the following page.]

AGENT:

REGIONS BANK, as Agent

By: 
Linda Harris, Senior Vice President

Schedule 1

UNITED STATES PATENTS:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
Amerimax Building Products, Inc.	6,334,277	Recreational Vehicle Door
Amerimax Building Products, Inc.	7,293,441	Production of Versatile Channel Coil
Amerimax Home Products, Inc.	6,629,016	Apparatus and Method of Manufacturing Expanded Sheet Metal
Amerimax Home Products, Inc.	5,813,701	Repositionable Flexible Downspout Extension
Amerimax Home Products, Inc.	5,915,735	Repositionable Flexible Downspout Extension
Amerimax Home Products, Inc.	6,041,825	Repositionable Flexible Downspout Extension
Amerimax Home Products, Inc.	6,223,777	Repositionable, Flexible and Extendible Connector
Amerimax Home Products, Inc.	7,434,358	Panel Assembly for Underdeck Drainage and Other Applications
Amerimax Home Products, Inc.	5,441,364	Splash Block
Amerimax Home Products, Inc.	D461011	Scalloped Patio Paving Block
Amerimax Home Products, Inc.	D466230	Sculpted Patio Paving Block
Amerimax Home Products, Inc.	D457970	Patio Paving Block

OWNER	PATENT NUMBER	DESCRIPTION
Amerimax Home Products, Inc.	D457254	Patio Paving Block and Stabilizing Device Assembly
Amerimax Home Products, Inc.	D499331	Star Shaped Snowguard
Amerimax Home Products, Inc.	D495595	Half-moon Shaped Snowguard
Amerimax Home Products, Inc.	D494461	Clover Leaf Shaped Snowguard
Amerimax Home Products, Inc.	7,340,863	One Piece Rain Gutter and Leaf Guard Apparatus
Amerimax Home Products, Inc.	7,174,677	Snow Guard for Shingled Roofs
Amerimax Home Products, Inc.	7,127,852	Mounting Bracket and Snow Guard for Raised Seam Roof
Amerimax Home Products, Inc.	D519,025	Snow Guard
Amerimax Home Products, Inc.	6,035,587	Roof Drip Edge with Flexible Leg
Amerimax Home Products, Inc.	5,181,350	Leaf Deflecting Cover Device for A Rain Gutter
Amerimax Home Products, Inc.	5,459,965	Leaf Deflecting Cover Device for A Rain Gutter
Amerimax Home Products, Inc.	12/545,555	Expanded Metal Gutter Cover and Method of Installation
Amerimax Home Products, Inc.	12/731,873	Apparatus for Harvesting Rainwater
Fabral, Inc.	5,881,501	Roof System and Panel Therefor ¹
Fabral, Inc.	5,295,338	Building Panel Assembly
Fabral, Inc.	5,187,911	Standing Seam Roofing/Cladding System

¹ Investors assigned Patent No. 5881501 to Fabral, Inc.

OWNER	PATENT NUMBER	DESCRIPTION
Fabral, Inc.	5,152,115	Roofing/Cladding System
Fabral, Inc.	11/949,506	Roofing and Siding Systems
Berger Building Products, Inc.	5,282,340	Snow Brake
Berger Building Products, Inc.	7,516,576	Snow Stop
Berger Building Products, Inc.	5,522,185	Snow Stop
Berger Building Products, Inc.	D 418,403	Snow Guard
Berger Building Products, Inc.	6,266,929	Snow Guard
Berger Building Products, Inc.	6,688,047	Snow Retention Apparatus and Method of Installation
Berger Building Products, Inc.	D 481,929	Gutter Hanger
Berger Building Products, Inc.	D536,243	Snow Rail Mounting Bracket
Berger Building Products, Inc.	6,951,323	Gutter Hanger
Berger Building Products, Inc.	5,371,979	Snow Stop
Berger Building Products, Inc.	5,570,557	Snow Stop Roofing with Protrusion and/or Wedge Snow Stop
Berger Building Products, Inc.	D511,451	Snow Stop
Berger Building Products, Inc.	6,996,938	Snow Stop
Berger Building Products, Inc.	D419,863	Snow Guard System Member
Berger Building Products, Inc.	D455,068	Snow Stop
Berger Building Products, Inc.	D457,423	Snow Stop
Berger Building Products, Inc.	D475,613	Snow Stop

OTHER PATENTS:

<u>OWNER</u>	<u>PATENT NUMBER /SERIAL NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
Amerimax Home Products, Inc.	2,186,931	Canada	Repositionable Flexible Downspout Extension
Amerimax Home Products, Inc.	2,054,447	Canada	Gutter Guard Screen Support Clip
Fabral Inc.	2,085,499	Canada	Building Panel Assembly
Fabral Inc.	183372	Mexico	Building Panel Assembly
Berger Building Products, Inc.	AU199342271	Australia	Snow Brake

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Amerimax Building Products, Inc.	2,718,014	MAXX-BRITE
Amerimax Building Products, Inc.	2,931,322	MAXX PANELS
Amerimax Building Products, Inc.	19,981,060,419 (Colorado State)	AMERIGLASS
Amerimax Building Products, Inc.	3,578,348	ALUMAWOOD
Amerimax Building Products, Inc.	3,655,110	MAXX PANELS
Amerimax Home Products, Inc.	3,003,735	THE GUTTER SHINGLE

OWNER	REGISTRATION NUMBER/APPLICATION NUMBER	TRADEMARK
Amerimax Home Products, Inc.	3,034,161	GLOBAL EXPANDED METALS (and design)
Amerimax Home Products, Inc.	2,950,704	GLOBAL EXPANDED METALS
Amerimax Home Products, Inc.	2,901,604	GUTTER WORLD and design
Amerimax Home Products, Inc.	2,906,308	GUTTER WORLD
Amerimax Home Products, Inc.	2,182,707	FLEX-A-SPOUT and Design
Amerimax Home Products, Inc.	2,720,589	SEAMERMATE
Amerimax Home Products, Inc.	1,791,638	PERM-A-SPOUT
Amerimax Home Products, Inc.	3,139,646	PROMASTER SHIELD UDL
Amerimax Home Products, Inc.	3,031,326	FLASHMATE
Amerimax Home Products, Inc.	3,230,910	DRYSNAP
Amerimax Home Products, Inc.	3,364,334	DRYSNAP UNDER DECK RAIN CARRYING SYSTEM
Amerimax Home Products, Inc.	3,839,108	DIAMOND GUTTER SHIELD
Amerimax Home Products, Inc.	3,846,499	DIAMOND GUTTER SHIELD (and design)
Amerimax Home Products, Inc.	77/968,840	RAINWATER COLANDER
Amerimax Home Products, Inc.	77/969,813	HARVESTING FILTERED RAINWATER FOR PERSONAL USE
Amerimax Home Products, Inc.	85/201,158	DIAMOND GUTTER SHIELD PRO
Amerimax Home Products, Inc.	85/190,211	SNAP-FIT
Amerimax Home Products, Inc.	85/169,425	CONNECT-A- SPOUT

OWNER	REGISTRATION NUMBER/APPLICATION NUMBER	TRADEMARK
Amerimax Home Products, Inc.	85/169,370	EXTEND-A- SPOUT
Amerimax Home Products, Inc.	85/223,801	EXTEND-A- SPOUT LOW PROFILE DRAINAGE SYSTEM & Design
Amerimax Home Products, Inc.	85/201,160	DIAMOND GUTTER SHIELD PRO & Design
Euramax International, Inc.	2,771,416	EURAMAX
Euramax International, Inc.	2,859,503	AMERIMAX HOME PRODUCTS, INC.
Fabral, Inc.	2,341,671	SHELTERGUARD
Fabral, Inc.	1,953,442	SUPER ALURITE
Fabral, Inc.	1,955,087	GRANDBEAM
Fabral, Inc.	1,951,586	STAND 'N SEAM
Fabral, Inc.	1,655,989	SNAP RIB
Fabral, Inc.	1,534,962	SLIM SEAM
Fabral, Inc.	1,383,984	GRANDRIB 3
Fabral, Inc.	1,352,414	DÉCOR-FLUSH
Fabral, Inc.	1,187,354	FABRAL (and design)
Fabral, Inc.	1,223,917	STRONGRIB
Fabral, Inc.	1,239,948	MIGHTI-RIB
Fabral, Inc.	1,092,112	HEFTI-RIB
Fabral, Inc.	1,091,258	FABRIB
Fabral, Inc.	1,091,256	GRANDRIB
Fabral, Inc.	1,091,255	ULTRA-RIB
Fabral, Inc.	831,702	PRIME RIB
Fabral, Inc.	1,783,149	COPPER CRAFT
Fabral, Inc.	3,230,300	DOMERLITE
Fabral, Inc.	3,428,409	ENDURACOTE PREMIUM DEFENSE AGAINST THE ELEMENTS
Fabral, Inc.	3,415,904	ENDURACOTE
Fabral, Inc.	3,180,262	FABRAL METAL WALL AND ROOF SYSTEMS
Fabral, Inc.	3,180,259	FABRAL

OWNER	REGISTRATION NUMBER/APPLICATION NUMBER	TRADEMARK
Fabral, Inc.	3,126,898	CLIMAGUARD
Fabral, Inc.	3,331,407	COPPERCRAFT BY FABRAL A EURAMAX COMPANY
Fabral, Inc.	3,741,190	STRONGCLAD
Fabral, Inc.	3,191,551	ALPHA PANEL
Fabral, Inc.	3,546,905	VAL RIB III
Fabral, Inc.	3,103,813	ULTRA-LOC
Fabral, Inc.	3,195,844	JEPSEAM
Fabral, Inc.	3,580,521	HORIZON 12
Fabral, Inc.	3,731,464	PROCLAD
Fabral, Inc.	3,195,845	JEPSNAP
Fabral, Inc.	3,293,587	SELECT SERIES
Berger Holdings, Ltd.	2,993,889	RT
Berger Building Products, Inc.	2,840,755	SNOW BRAKES
Berger Building Products, Inc.	2,776,283	F-RAIL
Berger Building Products, Inc.	2,717,916	S-RAIL
Berger Building Products, Inc.	1,820,425	REAL-TOOL
Berger Building Products, Inc.	3,494,442	SNOW BOSS
Berger Building Products, Inc.	3,846,687	TRACTION TWIST FIBER
Berger Building Products, Inc.	3,446,047	PRODECK
Berger Building Products, Inc.	2,529,702	SNOW BOSS
Berger Building Products, Inc.	2,437,695	BRONZE GUARD

OTHER TRADEMARKS:

OWNER	REGISTRATION NUMBER/APPLICATION NUMBER	COUNTRY	TRADEMARK
Amerimax Home Products, Inc.	TMA743,081	Canada	DRYSNAP

Amerimax Home
Products, Inc.

TMA432,759

Canada

PERM-A-SPOUT

us\BINDEEW\8033111.1

TRADEMARK
REEL: 004506 FRAME: 0272

Copyrights

UNITED STATES COPYRIGHTS

None

us\BINDEEW\8033111.1

RECORDED: 03/25/2011

**TRADEMARK
REEL: 004506 FRAME: 0273**