

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
HB&G Building Products, Inc.		11/30/2011	CORPORATION: DELAWARE
Image Rotomolding Enterprises, Inc.		11/30/2011	CORPORATION: DELAWARE
Flex Trim Holding Co.		11/30/2011	CORPORATION: DELAWARE
DP Alabama Holding Co., Inc.		11/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1741331	ARCHITECTURAL MASTERWORKS
Registration Number:	1889899	PERMACAST
Registration Number:	1974124	PERMAGRANITE
Registration Number:	2057928	PERMAPOST
Registration Number:	2476769	SHAPE
Registration Number:	2587802	HB&G PERMA SOLUTIONS
Registration Number:	3137276	PERMA WRAP
Registration Number:	3049952	FLEX TRIM
Registration Number:	3128766	ZZZZ FLEX
Registration Number:	3135028	FLEX TRIM
Registration Number:	3522444	XTRULINEAR LENGTHS

CH \$340.00 1741331

Registration Number:	3022818	HARTMANN SANDERS
Registration Number:	3219623	DURALITE

CORRESPONDENCE DATA

Fax Number: (404)572-5135
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17102-009016
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	01/10/2012

Total Attachments: 3
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, the undersigned (individually and collectively, "**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 30, 2011, between the Grantor and the Grantee, among others (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of November, 2011.

GRANTOR:

HB&G BUILDING PRODUCTS, INC.

By: 
Print Name: William Timmerman
Title: Secretary

IMAGE ROTOMOLDING ENTERPRISES, INC.

By: 
Print Name: William Timmerman
Title: Secretary

FLEX TRIM HOLDING CO.

By: 
Print Name: William Timmerman
Title: Secretary

DP ALABAMA HOLDING CO., INC.

By: 
Print Name: William Timmerman
Title: Secretary

Schedule A

Trademarks

<u>Trademark</u>	<u>Registration</u>	<u>Owner</u>
Architectural Masterworks	1741331	HB&G Building Products, Inc.
Permacast	1889899	HB&G Building Products, Inc.
Permagranite	1974124	HB&G Building Products, Inc.
Permapost	2057928	HB&G Building Products, Inc.
Permaperch	2476769	HB&G Building Products, Inc.
HB&G Perma Solutions	2587802	HB&G Building Products, Inc.
Perma Wrap	3137276	HB&G Building Products, Inc.
Flex Trim	3049952	Flex Trim Holding Co.
ZZZZ Flex	3128766	Flex Trim Holding Co.
Flex Trim	3135028	Flex Trim Holding Co.
Xtrulinear Lengths	3522444	Flex Trim Holding Co.
Hartmann Sanders	3022818	DP Alabama Holding Co., Inc.
Duralite	3219623	DP Alabama Holding Co., Inc.

Schedule B

Patents

None.