

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Euramax International, Inc.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	an Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85614647	INVISAFLOW	
Serial Number:	76697176	STEALTHSPOUT	
Serial Number:	86414376	HOOVER DAM	
Serial Number:	86415039	EZFLEX	
Serial Number:	85026030	STEALTHFLOW	
Registration Number:	3816612	FLEX GRATE	
CORRESPONDENCE DATA			
Fax Number:	4045235300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045235300		
Email:	rjk@phrd.com		
Correspondent Name:	Parker Hudson Rainer & Dobbs LLP PHRD		
Address Line 1:	303 Peachtree Street NE, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Bobbi Accord Noland		
SIGNATURE:	/ban/		
DATE SIGNED:	06/22/2016		

CH \$165.00 85614647

Total Attachments: 6

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May 31, 2016

Regions Bank, as Agent
1180 West Peachtree Street NW
Suite 1000
Atlanta, Georgia 30309
Attention: Euramax Loan Administration Officer

RE: Amendment to Intellectual Property Security Agreement – Euramax International, Inc.

Ladies and Gentlemen:

Reference is made to that certain Intellectual Property Security Agreement (as at any time amended, modified, restated or supplemented, the "Intellectual Property Security Agreement") dated as of March 18, 2011, by **EURAMAX INTERNATIONAL, INC.**, a Delaware corporation ("Grantor"), that is successor by merger to Amerimax Home Products, Inc., Amerimax Building Products, Inc., Berger Building Products, Inc., Fabral, Inc., and Berger Holdings, Ltd., in favor of **REGIONS BANK** ("Regions"), in its capacity as agent (in such capacity, as "Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below), as recorded in the United States Patent and Trademark Office on April 5, 2011 at Reel No. 026075, Frame 0395 (with respect to patents) and at Reel No. 004515, Frame 0275 (with respect to trademarks). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the Intellectual Property Security Agreement.

Pursuant to that certain Asset Purchase Agreement by and among Grantor, InvisaFlow, LLC, a Georgia limited liability company ("Seller"), and the members of Seller, dated on or about the date hereof, Grantor has acquired certain Intellectual Property (as defined in the Pledge and Security Agreement referred to below) which is registered with the United States Patent and Trademark Office or a state registry or foreign counterpart of the foregoing. Pursuant to Section 4.7(b)(vii) of that certain Amended and Restated Pledge and Security Agreement (as at any time amended, modified, restated or supplemented, the "Pledge and Security Agreement") dated as of March 18, 2011 among Grantor, certain affiliates of Grantor and Agent, Grantor must promptly report to Agent the registration with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing, of any Intellectual Property (as defined in the Pledge and Security Agreement) owned by Grantor.

The undersigned desire to amend the Intellectual Property Security Agreement to add all the Intellectual Property Collateral listed on Schedule A-1 hereto to Schedule 1 to the Intellectual Property Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree that the Intellectual Property Security Agreement is hereby amended by adding the Intellectual Property Collateral set forth on Schedule A-1 attached hereto to the list of Intellectual Property Collateral set forth on Schedule 1 to the Intellectual Property Security Agreement. Agent is hereby authorized to file a copy of this letter agreement with the United States Patent and Trademark Office, at Grantor's expense.

The undersigned Grantor agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Intellectual Property Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Intellectual Property Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by the undersigned Grantor and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

GRANTOR:

EURAMAX INTERNATIONAL, INC.

ATTEST:



Secretary

By: 

Mary S. Cullen, Chief Financial Officer

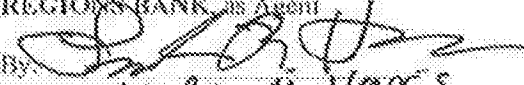
[CORPORATE SEAL]

[Signatures continue on the following page.]

Accepted and agreed to:

AGENT:

REGIONS BANK as Agent

By: 
Name: Linda M. Harris
Title: SVO

Accepted on behalf of Regions Bank by Linda M. Harris, SVO

SCHEDULE A-1

A. U.S. Patents				
<u>Patent No./Provisional Patent No.</u>	<u>Application No.</u>	<u>Date Issued</u>	<u>Date Applied</u>	<u>Description</u>
US 8689837	12/869,907	04/08/2014	08/27/2010	Low Profile Downspout Extension And Landscape Drainage Assembly
US D666701S	29/392,349	09/04/2012	05/19/2011	Low Profile Downspout Extension
US 8475654	12/773,672	07/02/2013	05/04/2010	Downspout Drain Connection And Filter
US 8715495	13/909,334	05/06/2014	06/04/2013	Downspout Drain Connection and Filter
US 9,080,328	14/181,044	7/14/2015	02/14/2014	Downspout Drain Connector
US 7458532	11/561,313	12/02/2008	11/17/2006	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 7748650	12/262,621	07/06/2010	10/31/2008	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 8251302	12/620327	08/28/2012	11/17/2009	LOW PROFILE ATTACHMENT FOR EMITTING WATER WITH CONNECTOR FOR CORRUGATED PIPE
US 8556195	13/545,713	10/15/2013	07/12/2012	LOW PROFILE ATTACHMENT FOR EMITTING WATER
US 7306402	10/656,699	12/11/2007	09/04/2003	LANDSCAPING CHANNEL LINER APPARATUS
US 8702346	12/716,818	04/22/2014	03/03/2010	LANDSCAPING CHANNEL LINER
	61/285,477		12/10/2009	Low Profile Downspout Extension And Landscape Drainage Assembly
	61/215,255		5/4/2009	Landscape drain filter
	60/408,371		9/5/2002	Landscape Channel Liner Apparatus
	61/158,150		3/6/2009	Landscape Channel Liner
	14/050,857		10/10/2013	Low Profile Attachment for Emitting Water

	14/978,724		12/22/2015	LOW PROFILE ATTACHMENT FOR EMITTING WATER
	62/233,650		9/28/15	Gutter guard apparatus and method (PVS co-extrusion)
B. Foreign Patents				
<u>Patent No./Provisional Patent No.</u>	<u>Application No.</u>	<u>Date Issued</u>	<u>Date Applied</u>	<u>Description</u>
China Patents ZL201530242074.1		1/13/2016	7/8/2015	Solid Gutter Cover
China Patents ZL201520494088.7		1/20/2016	7/7/2015	Spiral Pipe
China Patents ZL201530242070.3		1/13/2016	7/8/2015	Vinyl Gutter Filter
C. U.S. Trademarks				
<u>TM No.</u>	<u>Application No.</u>	<u>Date Issued</u>	<u>Date Applied</u>	<u>Description</u>
4261356	85614647	12/18/2012	05/02/2012	INVISAFLOW
3761979	76697176	03/23/2010	05/01/2009	STEALTHSPOUT (design)
4787446	86414376	8/4/2015	10/3/2014	HOOVER DAM
4754954	86415039	06/16/2015	10/05/2014	EZ FLEX
3942134	85026030	5/5/2011	4/29/2010	STEALTHFLOW (design)
3816612		7/13/2010		FLEX GRATE design