

06-20-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies): Raynor Manufacturing Company 6-17-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address:
Street Address: 135 S. LaSalle Street
City: Chicago State: IL Zip: 60603
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: June 6, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See continuation sheet
B. Trademark Registration No.(s) 76214189 See continuation sheet
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Antony J. McShane
Internal Address: Neal, Gerber & Eisenberg
Street Address: Two North LaSalle Street
City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved: 28
7. Total fee (37 CFR 3.41) \$ 715.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 502261

DO NOT USE THIS SPACE

9. Signature.
Antony J. McShane Name of Person Signing
Signature
Date 6-12-02

Total number of pages including cover sheet, attachments, and document: 18

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

06/19/2002 6TOM11 00000076 502261 76214189

01 FC:481 40.00 CH
02 FC:482 675.00 CH

TRADEMARK REEL: 002529 FRAME: 0230

CONTINUATION SHEET (OF ITEM 4)

Applications:

<u>Serial No.</u>	<u>Mark</u>
76/214189	Affina
76/213606	Built to be worry free
75/661201	Door authority
76/085705	Fabricoil
75/710867	Featherlite
75/467207	Raynor Finger Protection System
76/262050	Raynor Innovations Series
76/262127	Raynor Traditions Series
76/214729	Relante
78/080839	Thermaseal
78/080838	Thermasections

Registrations:

<u>Reg. No.</u>	<u>Mark</u>
2464325	Aviator
1206936	Decade
2128498	Flitestar
2517743	Genesis
2443250	Horizon
2072227	Raynor Garage Doors Hurricane Ready System and Design
1997682	Hurricane Ready
2420056	Masterpiece
2418245	Pilot
2296915	Prisma
2493304	Quicktest
2520691	Raynor Academy
610228	Raynor Garage Doors and Design
1839886	Raynor Safety Sure
2036749	Raynor
2252513	Safety Signal
2059873	Suretest

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”) made as of June 6, 2002, by and between **RAYNOR MFG. CO.**, an Illinois corporation (the “Borrower”), and **LASALLE BANK NATIONAL ASSOCIATION**, as agent for the lenders referred to below (the “Agent”).

W I T N E S S E T H:

WHEREAS, Borrower, various financial institutions (collectively, the “Lenders”) and the Agent 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 extensions of credit and the Agent has agreed to serve as agent thereunder;

WHEREAS, Borrower and 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, Agent and Lenders have required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the “Secured Liabilities” (as defined in the Security Agreement) and (ii) as a condition precedent to Agent and Lenders 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 Secured Liabilities, 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, 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 marks 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, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best 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 rights transferred to Agent under this Agreement or the rights associated with those Trademarks or 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 quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses. Borrower agrees (a) not to sell or assign its interest in, or grant any license under, 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 as of the date hereof, and (c) not to change the quality of such products 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 Secured Liabilities, 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, 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, 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 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.

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 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 (and all Persons designated by Agent in its sole and absolute discretion) 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 Secured Liabilities 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 Agreement as of the date set forth above.

RAYNOR MFG. CO., an Illinois
corporation

By: Michael A. Baird Jr
Title: CFO

LASALLE BANK NATIONAL
ASSOCIATION, as Agent

By: Paul E. Kelly
Title: SVP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 6th day of June, 2002, by Michael A. Burdi Jr., personally known to me to be the Chief Financial Officer of RAYNOR MFG. CO., on behalf of such corporation.

(SEAL)

Laura Beth Miller
Notary Public Cook
County, IL
My commission expires: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 6th day of June, 2002, by David S. Evelyn, personally known to me to be the Senior Vice President of LASALLE BANK, NATIONAL ASSOCIATION, as Agent, on behalf of such corporation.

(SEAL)

Laura Beth Miller
Notary Public Cook
County, IL
My commission expires: _____



Schedule A

to

Trademark Security Agreement

Dated as of June 6, 2002

Trademarks:

see attached

Schedule B

to

Trademark Security Agreement

Dated as of June 6, 2002

Licenses:

me

ACTIVE

RAYNOR GARAGE TRADEMARK REPORT
DOORS

Wednesday, June 05, 2002

CountryName	DocketNumber	StatusDescription	ApplicationNumber	ApplicationDate	RegistrationNumber	RegistrationDate	ExpirationDate
MarkName United States	011281.00003	Filed	76214189	2/22/2001			
MarkName United States	011281.78261	Registered	759832821	2/21/1999	2464325	8/28/2001	8/28/2011
MarkName United States	011281.00060	Filed	767213506	2/21/2001			
MarkName United States	011281.81524	Registered	73404550 4/6/1981	4/6/1981	1206835	9/7/1982	9/7/2002
MarkName United States	011281.78337	Filed	734661201	3/16/1999			
MarkName United States	011281.00001	Filed	760885705	7/10/2000			

RAYNOR GARAGE TRADEMARK REPORT DOORS

Wednesday, June 05, 2002

CountryName	DocketNumber	StatusDescription	ApplicationNumber	ApplicationDate	RegistrationNumber	RegistrationDate	ExpirationDate
United States	011261.78513	Filed	757710867	5/20/1999			
United States	011261.58949	Registered	75179185	10/31/98	2128498	1/13/1998	1/13/2008
United States	011261.73198	Registered	75147472	1/13/1998	2517743	12/11/2001	12/11/2011
United States	011261.78323	Registered	751632322	2/21/99	2443250 ✓	4/10/2001	4/10/2011
United States	011261.70382	Registered	74603865	11/28/1994	2072227	6/17/1997	6/17/2007
United States	011261.70281	Registered	74603856	11/28/1994	1997882	6/27/1996	6/27/2006
United States	011261.80149	Registered	757705804	5/13/1999	2420056	1/9/2001	1/9/2011

RAYNOR GARAGE DOORS
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RAYNOR GARAGE TRADEMARK REPORT DOORS

Wednesday, June 05, 2002

Country/Name	Docket/Number	Status/Description	Application/Number	Application/Date	Registration/Number	Registration/Date	Expiration/Date
Mark/Name United States 011261.78252	PILOT	Registered	75/631752	2/21/999	2418245	1/22/2011	
Mark/Name United States 011261.74448	PRISMA	Registered	75/457221	3/26/1998	2296915	11/30/2009	
Mark/Name United States 011261.80461	QUICKTEST	Registered	75/758374	7/23/1999	2493304	9/25/2011	
Mark/Name United States 011261.78831	RAYNOR ACADEMY	Registered	75/061131	3/16/1999	2520601	12/18/2001	
Mark/Name United States 011261.74381	RAYNOR FINGER PROTECTION SYSTEM	Filed	75/467207	4/13/1998			
Mark/Name United States 011261.79557	RAYNOR GARAGE DOOR SPECIAL WINDLOAD SERIES	Registered	N/A	5/31/1994	VA639919	6/3/1994	
Mark/Name United States 011261.81525	RAYNOR GARAGE DOORS AND DESIGN	Registered	75/675723	10/29/1994	610228	8/9/2005	

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RAYNOR GARAGE TRADEMARK REPORT DOORS

Wednesday, June 05, 2002

Country Name	Mark Name	Mark Name	Application Number	Registration Number	Expiration Date
	Docket Number	Status Description	Application Date	Registration Date	Expiration Date
United States	011261.00057	Filed	5/24/2001		
United States	011261.70276	Registered	10/19/1992	6/14/1994	6/14/2004
United States	011261.00089	Filed	5/24/2001		
United States	011261.70286	Registered	11/06/1995	2/11/1997	2/11/2007
United States	011261.00004	Filed	2/22/2001		
United States	011261.09352	Registered	7/31/1997	8/15/1999	8/15/2009
United States	011261.70284	Registered	6/16/1995	5/6/1997	5/6/2007

RAYNOR GARAGE TRADEMARK REPORT DOORS

Wednesday, June 05, 2002

Country/Name	MarkName	DocketNumber	StatusDescription	ApplicationNumber	ApplicationDate	RegistrationNumber	RegistrationDate	ExpirationDate
United States	THERMASEAL	011261.00066	Filed	78/080839	8/23/2001			
United States	THERMASECTIONS	011261.00066	Filed	76/080338	8/23/2001			

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From-

To-NEAL GERBER & EISEN

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RECORDED: 06/12/2002

TRADEMARK
REEL: 002529 FRAME: 0247