

06-10-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102468248

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

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

1. Name of conveying party(ies):

ALSCO Metals Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 05/29/2003

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as*

Internal Address: *Administrative agent

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Continuation of Part 4.

Additional number(s) attached Yes No

1777481

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deneen Sanders, Paralegal

Internal Address: Goldberg, Kohn, et. al.

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deneen Sanders

Name of Person Signing

Signature

June 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

06/11/2003 6TON11 00000056 1717481

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

01 FC:8521 40.00 OP
02 FC:8522 400.00 OP

TRADEMARK
REEL: 002749 FRAME: 0150

CONTINUATION OF PART 4.

TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
ALSCO	1,717,481	9/22/92
ALSCO & Design	1,793,386	9/21/93
AMERIMARK	1,553,451	8/29/89
CLIMATE GUARD & Design	985,774	6/11/74
DENNY	2,494,508	10/2/01
H and Design	1,792,362	9/14/93
HARBORTOWN	1,427,194	2/3/87
HASTINGS	1,791,283	9/7/93
LIGHTNING-LOK	772,627	7/7/64
QUAD 4	2,092,953	9/2/97
THE PERFECT MATCH	1,089,841	12/7/93
TIMBERTONE	1,282,105	6/19/84
TRIPLE 4	2,079,151	7/15/97
ULTIMATE	1,396,438	6/10/86
VALUBILT	2,462,482	6/19/01
VINYL-TUF	1,009,841	5/6/75
ZIP-SHIELD	1,269,191	3/6/84

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 29th day of May, 2003, is by and between **ALSCO METALS CORPORATION**, a Delaware corporation ("Grantor") and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, a Delaware corporation (the "Borrower"), the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrower and to extend certain other financial accommodations to or for the benefit of Borrower;

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, Grantor and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Agent prompt written notice thereof. Grantor hereby agrees that, upon Agent's written request, Grantor will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. Except with respect to Trademarks sold, assigned, liquidated or otherwise disposed of in accordance with the Loan Agreement, the term of the security interests granted herein shall extend until the Obligations (other than contingent indemnity obligations that do not relate to any claim asserted by or against a member of the Lender Group and contingent reimbursement obligations with respect to Letters of Credit) have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

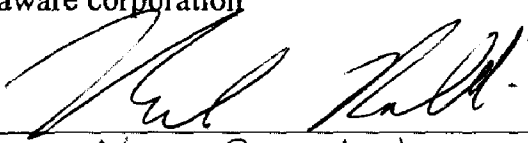
5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and permitted assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

ALSCO METALS CORPORATION,
a Delaware corporation

By 
Title Vice President

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By _____
Title _____

Signature Page to Trademark Mortgage

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

ALSCO METALS CORPORATION,
a Delaware corporation

By _____
Title _____

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By  _____
Title Vice President

SCHEDULE A**TRADEMARK REGISTRATIONS**

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ZIP-SHIELD	1,269,191	3/6/84

* There was a hiatus in the use of the ALSCO trademark at the time of the renewal date for REG. #1,717,481. The previous owner of the Trademarks filed a renewal application with the United States Trademark Office on March 21, 2003 (within the grace period for renewal) making a good faith argument for renewal with respect to aluminum siding, fascia and soffits. The previous owner of the Trademarks made no representation to the Grantor that the renewal application will be accepted by the United States Trademark Office.