

03-10-2004



To the Honorable Commissioner

102689937

and original documents or copy thereof.

1. Name of conveying party(ies):
Variform, Inc.

3-1-04

- 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: 02/12/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,
Internal
Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06912

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

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) _____
SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) _____
SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: C/O CSC

Street Address: 80 States St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41): \$ 615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

TRADEMARK RECEIVED
FEE PROCESS
2004 MAR -1 P 3 49
U.S. PATENT & TRADEMARK OFFICE

DO NOT USE THIS SPACE

9. Signature.

03/09/2004
01 FC:852
02 FC:852
MGETACHE 00000183 2446720

Maureen P. Murphy 40.00 OP 575.00 OP
Name of Person Signing

Maureen P. Murphy
Signature

February 23, 2004
Date

Total number of pages including cover sheet, attachments, and document: 8

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



03-01-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 002924 FRAME: 0331

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NO.	SERIAL NO.
ACCU-LOCK	2,446,720	75467987
CAMDEN POINTE	2,460,437	75828393
CHATEAU	1,104,337	73130842
CHATEAU LEGACY	2,223,916	75365813
CHATEAU MYSTIQUE	2,765,397	76388342
CHATEAU NOBILITY	2,300,667	75417253
CONTRACTOR'S CHOICE	2,151,221	75044034
DURAGRAIN	1,507,184	73713739
HAMPTON III	1,508,151	73711197
INVISION EXTERIOR DESIGN & COLOR SELECTOR	2,455,268	76053624
MARKET MASTER	2,453,241	76062499
MILESTONE EX	2,729,154	78097532
NOSTALGIA SERIES	2,398,656	75656222
NOSTALGIA SERIES	2,693,579	78139772
PRO GUARD	2,521,484	75476165
THE CONFIDENT CHOICE	2,486,293	75979845
TIMBER OAK	1,595,408	73832916
VARIBEST	1,060,712	73087471
VARIFORM	1,614,886	74018103
VARIFORM		78/237,783
VARIGRAIN PREFERRED	2,312,507	75467988
VARITEK	2,418,431	75734356
VICTORIA HARBOR	2,504,634	76214094

WINNING RENOVATIONS	2,184,963	75227875
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Exhibit A

U.S. TRADEMARKS OWNED BY VARIFORM, INC.

TRADEMARK REGISTRATIONS:

OWNER	MARK	REGISTRATION NUMBER	COUNTRY
Variform, Inc.	ACCU-LOCK	2,446,720	USA
Variform, Inc.	CAMDEN POINTE	2,460,437	USA
Variform, Inc.	CHATEAU	1,104,337	USA
Variform, Inc.	CHATEAU LEGACY	2,223,916	USA
Variform, Inc.	CHATEAU MYSTIQUE	2,765,397	USA
Variform, Inc.	CHATEAU NOBILITY	2,300,667	USA
Variform, Inc.	CONTRACTOR'S CHOICE	2,151,221	USA
Variform, Inc.	DURAGRAIN	1,507,184	USA
Variform, Inc.	HAMPTON III	1,508,151	USA
Variform, Inc.	INVISION EXTERIOR DESIGN & COLOR SELECTOR	2,455,268	USA
Variform, Inc.	MARKET MASTER	2,453,241	USA
Variform, Inc.	MILESTONE EX	2,729,154	USA
Variform, Inc.	NOSTALGIA SERIES	2,398,656	USA
Variform, Inc.	NOSTALGIA SERIES	2,693,579	USA
Variform, Inc.	PRO GUARD	2,521,484	USA
Variform, Inc.	THE CONFIDENT CHOICE	2,486,293	USA
Variform, Inc.	TIMBER OAK	1,595,408	USA
Variform, Inc.	VARIBEST	1,060,712	USA
Variform, Inc.	VARIFORM	1,614,886	USA
Variform, Inc.	VARIGRAIN PREFERRED	2,312,507	USA
Variform, Inc.	VARITEK	2,418,431	USA
Variform, Inc.	VICTORIA HARBOR	2,504,634	USA
Variform, Inc.	WINNING RENOVATIONS	2,184,963	USA

TRADEMARK APPLICATIONS:

OWNER	MARK	APPLICATION NUMBER	COUNTRY
Variform, Inc.	VARIFORM	78/237,783	USA

Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of February 12, 2004, by Vari-form, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as col-lateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a U.S. Security Agreement of even date herewith (the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark U.S. Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark U.S. Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

VARIFORM, INC.

By: Lee D. Meyer
Name: LEE D. MEYER
Title: Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VARIFORM, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name: **Anthony N. Joseph**
Title: **Associate Director**
Banking Products Services, US

By: _____
Name: **Wilfred V. Saint**
Title: **Associate Director**
Banking Products
Services US

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