

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AlSCO Metals Corporation		01/21/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Foothill, Inc., as Term B Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78406354	DYMALAR
Serial Number:	78406355	GUTTER-TUFF
Serial Number:	78451113	FLOAT-LOK
Registration Number:	1717481	ALSCO
Registration Number:	1793386	ALSCO
Registration Number:	1553451	AMERIMARK
Registration Number:	0985774	CLIMATE GUARD
Registration Number:	2494508	DENNY
Registration Number:	1792362	H
Registration Number:	1427194	HARBORTOWN
Registration Number:	1791283	HASTINGS
Registration Number:	0772627	LIGHTNING-LOK
Registration Number:	2092953	QUAD 4
Registration Number:	1282105	TIMBERTONE

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Registration Number:	2079151	TRIPLE 4
Registration Number:	1396438	ULTIMATE
Registration Number:	2462482	VALUBILT
Registration Number:	1009841	VINYL-TUF
Registration Number:	1269191	ZIP-SHIELD
Registration Number:	2843080	CEDAR SUPREME
Registration Number:	2942166	ASHBROOKE

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson  
Address Line 1: 55 E. Monroe St., Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/25/2005

Total Attachments: 7  
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## TRADEMARK MORTGAGE

**THIS TRADEMARK MORTGAGE** (this "Mortgage"), made as of the 23<sup>rd</sup> day of January, 2005, is by and between **ALSCO METALS CORPORATION**, a Delaware corporation ("Grantor") and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Term B 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 Term B Loan and Security Agreement of even date herewith among Grantor (the "Borrower"), the lenders from time to time party thereto ("Lenders") and Term B 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 "Term B Loan Agreement"), Term B 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 Term B Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Term B Loan Agreement; Term B Loan Agreement Definitions. The Term B 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 Term B 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 Term B Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Term B 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 Term B Loan Agreement has been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Term B Agent prompt written notice thereof. Grantor hereby agrees that, upon Term B Agent's written request, Grantor will execute and deliver to Term B 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 Term B 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 Term B 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, Term B 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 Term B 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 Term B Agent and the Lenders under the Term B Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Term B Agent with respect to the Trademarks, whether established hereby, by the Term B 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 Term B 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 William J. Easter  
Title CFO

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

**WELLS FARGO FOOTHILL, INC.,** as Term B Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

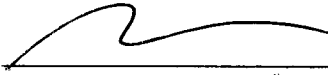
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

**ALSCO METALS CORPORATION,**  
a Delaware corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

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

**WELLS FARGO FOOTHILL, INC.,** as Term B Agent

By  \_\_\_\_\_  
Title Vice President

Signature Page to Trademark Mortgage

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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
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
CEDAR SUPREME	2,843,080	5/18/04
ASHBROOKE	2,942,166	4/19/05

\* 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.



TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
DYMALAR	78/406,354	4/22/04
GUTTER-TUFF	78/406,355	4/22/04
Float-Lok	78/451,113	7/15/04