

01-24-2005



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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):

ASSOCIATED MATERIALS INCORPORATED

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

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

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,
Internal Address: as U.S. Administrative Agent
Street Address: 677 Washington Boulevard
City: Stamford State: CT Zip: 06901

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: 01/07/2005

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

A. Trademark Application No.(s) 78/123,732 and add'l numbers listed on attached Schedule I

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,696,468 and add numbers listed on attached Schedule I

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

Name: Tina Qualls
Internal Address: _____
Corporation Service Company
Street Address: _____
1133 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41).....\$ 1015⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy *Maureen P. Murphy* January 18, 2005
Name of Person Signing Signature Date

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

01/24/2005 GT011 0000063 78123732

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 975.00 OP

TRADEMARK REEL: 003105 FRAME: 0085

SCHEDULE I
to Trademark Security Agreement

Registered United States Trademarks

Country	Trademark	Registration No.	Registration Date
USA	CLIMASHED	2,696,468	03/11/03
USA	CHARTER OAK	2,764,215	05/09/02
USA	SOLARZONE	2,805,812	06/26/02
USA	WESTBRIDGE	2,793,070	06/26/02
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USA	ONDECK	2,780,794	07/08/02
USA	PELICAN BAY	2,801,477	08/15/02
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USA	SAW-KERF	973,218	11/20/03

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USA	SOUNDGUARD	78/159,053	08/29/02
USA	CYPRESS CREEK	78/174,390	10/15/02
USA	BOARD AND BATTEN	78/180,101	10/30/02
USA	GEMINI	78/192,576	12/09/02
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USA	PRELUDE	78/221,950	03/05/03
USA	ODYSSEY PLUS	78/230,631	03/27/03
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USA	THE PROFESSIONAL'S FRIEND IN THE BUSINESS	78/270,192	07/03/03
USA	PLATINUM SERIES INSULATION	78/263,725	06/18/03

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USA	ALSIDE-YOUR FRIEND IN THE BUSINESS	78/382,430	03/11/04
USA	ALSIDE NEXTSALE NEIGHBORHOOD MAILING PROGRAM	78/274,456	07/15/03
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USA	BARRIER XP	78/342,765	12/18/03
USA	BLUEPRINT SERIES	78/368,665	02/16/04
USA	PRODIGY	78/368,625	02/16/04
USA	GENTEK BUILDER SERIES	78/374,795	02/26/04
USA	BUILDER SPECIFIED	78/372,415	02/26/04
USA	CHARTER OAK ENERGY ELITE	78/370,408	02/19/04
USA	ARCHITECTURAL CLASSICS	78/378,657	03/04/04
USA	PRO 90	1,361,884	09/24/85

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2005 (this "Agreement"), is made between ASSOCIATED MATERIALS INCORPORATED (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 22, 2004 and, as further amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement", among Grantor, Gentek Building Products Limited, as Canadian Borrower, Associated Materials Holdings Inc. AMH Holdings, Inc., the various financial institutions and other Persons as are or may become parties thereto, as the Lenders, UBS AG, Stamford Branch, as the U.S. Administrative Agent, Canadian Imperial Bank of Commerce, as administrative agent for the Canadian Revolving Loan Lenders under the Canadian Facility (in such capacity, the "Canadian Administrative Agent" and, together with the U.S. Administrative Agent, the "Administrative Agents"), Citigroup Global Markets Inc., as syndication agent General Electric Capital Corporation and National City Bank, as co-documentation agents, and UBS Securities LLC and Citigroup Global Markets Inc., as joint lead arrangers the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security and Pledge Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those registered in the United States Patent and Trademark Office and referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trade-

mark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ASSOCIATED MATERIALS
INCORPORATED

By: _____

(Signature)
Name: *Dr. Keith L. Lanway*
Title: *Chief Financial Officer*

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____

Name:
Title:

By: _____

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ASSOCIATED MATERIALS
INCORPORATED

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

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

By: _____
Name: *RICHARD L. TAYLOR*
Title: DIRECTOR

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