

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpine Engineered Products, Inc.		07/14/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2472695	ALPINE
Registration Number:	2411821	ALPINE CONSTRUCTION HARDWARE
Registration Number:	2832802	ARCHITECTURAL VIEW
Registration Number:	2407466	AUTOMILL
Registration Number:	2443791	AUTOSET
Registration Number:	1085320	BARRIER GUARD
Registration Number:	2803070	HOMEBASE
Registration Number:	2469234	GOOD CONNECTIONS
Registration Number:	857771	LUMBERMATE
Registration Number:	1040416	LM
Registration Number:	2123324	LUMBERMATE
Registration Number:	2103388	LUMBERMATER
Registration Number:	810602	METRA-CUT

CH \$640.00 2472695

Registration Number:	2485877	PANELVIEW
Registration Number:	2789407	POCKETVIEW
Registration Number:	1402889	SPEED CUT
Registration Number:	2414992	TRUSSTEEL
Registration Number:	2473139	TRUSSTEEL TIPS
Registration Number:	1330272	TRUSS-CALC
Registration Number:	2154993	THE WAVE PLATE
Registration Number:	2154994	THE WAVE PLATE
Registration Number:	2411643	
Registration Number:	2167457	WAVE
Registration Number:	2407029	VIEW
Registration Number:	1200010	TIMBER MILL

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778416
Email: penelope.johnson@kattenlaw.com
Correspondent Name: Penelope S. Johnson
Address Line 1: 525 West Monroe Street
Address Line 2: Katten Muchin Rosenman LLP
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	07/18/2005

Total Attachments: 7
source=ghs24400#page1.tif
source=ghs24400#page2.tif
source=ghs24400#page3.tif
source=ghs24400#page4.tif
source=ghs24400#page5.tif
source=ghs24400#page6.tif
source=ghs24400#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2005, is between **ALPINE ENGINEERED PRODUCTS, INC.**, a Florida corporation (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders and General Electric Capital Corporation, as Syndication Agent for the Lenders, providing for extensions of credit and other financial accommodations to be made to the Grantor by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

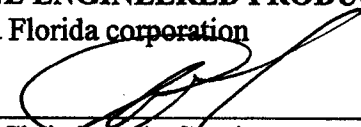
any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**ALPINE ENGINEERED PRODUCTS,
INC., a Florida corporation**

By: 
Name: Christiaan A. Cronje
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

ALPINE ENGINEERED PRODUCTS, INC., a Florida corporation

By: _____
Name: Christiaan A. Cronje
Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Eric P. Hansen
Title: Director

SCHEDULE 1

U.S. Trademark Registrations

Mark Name	Borrower's Percent Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
ALPINE (word and design)	100	US Patent & Trademark Office	2,472,695
ALPINE CONSTRUCTION HARDWARE	100	US Patent & Trademark Office	2,411,821
ALPINE TRUSS	100	Florida	908681
ARCHITECTURAL VIEW	100	US Patent & Trademark Office	2,832,802
AutoMill	100	US Patent & Trademark Office	2,407,466
AutoSet	100	US Patent & Trademark Office	2,443,791
BARRIER GUARD	100	US Patent & Trademark Office	1,085,320
HomeBASE	100	US Patent & Trademark Office	2,803,070
GOOD CONNECTIONS	100	US Patent & Trademark Office	2,469,234
LUMBERMATE	100	US Patent & Trademark Office	0,857,771
LM	100	US Patent & Trademark Office	1,040,416
LUMBERMATE	100	US Patent & Trademark Office	2,123,324
LUMBERMATER	100	US Patent & Trademark Office	2,103,388
METRA-CUT	100	US Patent & Trademark Office	810,602
PanelVIEW	100	US Patent & Trademark Office	2,485,877
PocketVIEW	100	US Patent & Trademark Office	2,789,407
SPEED CUT (and design)	100	US Patent & Trademark Office	1,402,889
TRUSSTEEL	50 ^{*1}	US Patent & Trademark Office	2,414,992
TRUSSTEEL TIPS	100	US Patent & Trademark Office	2,473,139
TRUSS-CALC	100	US Patent & Trademark Office	1,330,272
THE WAVE PLATE (words and design)	100	US Patent & Trademark Office	2,154,993
THE WAVE PLATE (design only)	100	US Patent & Trademark Office	2,154,994
WAVE	100	US Patent & Trademark Office	2,411,643
WOODLOC	100	Florida	908680
VIEW	100	US Patent & Trademark Office	2,407,029
TIMBER MILL	100	US Patent & Trademark Office	1,200,010

* Although 50% beneficially owned by Alpine, the trademark registration in the relevant jurisdiction does not accurately reflect Borrower's beneficial ownership. Pursuant to that certain letter agreement dated May 16, 2005 between Dietrich Industries, Inc. ("Dietrich") and Borrower, Dietrich, as successor to Unimast Incorporated ("Unimast"), acknowledged that Borrower is the joint owner of this trademark and agreed to work with Borrower to correct the registration at the relevant trademark office.

¹ Registered as 100% owned by Dietrich.

Foreign Trademark Registrations

Mark Name	Borrower's Percent Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
ALPINE (word and design)	100	Japan	2,347,487
TRUSSTEEL	50	Australia	780360
TRUSSTEEL	50 ²	Canada	147,993
TRUSSTEEL	50 ³	Canada	538,734
TRUSSTEEL	50	Europe	1000710
TRUSSTEEL	50 ⁴	Japan	4600338
TRUSSTEEL	50	Mexico	657457
TRUSSTEEL	50	New Zealand	301154
TRUSSTEEL	50	South Africa	98/19957
TWINAPLATE	100	United Kingdom	B870,413
TWINAPLATE	100	United Kingdom	1,286,188

U.S. Trademark Applications

None.

Foreign Trademark Applications

None.

Trademark Licenses

Each of the trademarks listed below is licensed pursuant to that certain Master Agreement and that certain Exclusive Intellectual Property License Agreement, each dated as of December 1, 2003, by and between Borrower and Dietrich, as successor to Unimast.

Mark Name	Jurisdiction	Registration No.	Name and Address of Licensor
TRUSSTEEL	Australia	780360	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	Canada	147,993	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	Canada	538,734	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	Europe	1000710	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717

² Registered as 100% owned by Dietrich.

³ Registered as 100% owned by Dietrich.

⁴ Registered as 100% owned by Borrower.

Mark Name	Jurisdiction	Registration No.	Name and Address of Licensor
TRUSSTEEL	Japan	4600338	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	Mexico	657457	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	New Zealand	301154	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	South Africa	98/19957	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717
TRUSSTEEL	USA	2,414,992	Dietrich Industries, Inc. 4200 Route 22 East P.O. Box 68 Suite 3, Blairsville, PA 15717