

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
RAYNOR MFG. CO.		04/04/2011	CORPORATION: ILLINOIS
RAYNOR CANADA CORP.		04/04/2011	Unlimited Company: NOVA SCOTIA

RECEIVING PARTY DATA

Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION
Street Address:	1200 Hansen Road
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54304
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85178652	STREAMWOOD
Registration Number:	2882937	RAYNOR
Registration Number:	2961221	BUILDMARK
Serial Number:	77893404	GDP GARAGE DOOR PRODUCTS.COM
Registration Number:	3909243	ACCUFINISH
Serial Number:	77893407	GDP WOOD DOORS DIRECT
Registration Number:	3664844	STYLEVIEW
Registration Number:	3712957	ADMIRAL
Registration Number:	3719442	TIMBERBAY
Registration Number:	2820183	AFFINA
Registration Number:	2854261	RELANTE
Registration Number:	2418245	PILOT
Registration Number:	2759160	DOOR AUTHORITY

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Registration Number:	2493304	QUICKTEST
Registration Number:	2635635	RAYNOR FINGER PROTECTION SYSTEM
Registration Number:	2036749	RAYNOR
Registration Number:	1206936	DECADE
Registration Number:	2897983	THERMASEAL
Serial Number:	77101710	FAMILY SAFE
Registration Number:	3857300	ROCKWOOD
Registration Number:	3752857	ECHO RIDGE
Registration Number:	2764833	LIFETIMER GOLD
Registration Number:	2587540	RICHARDS-WILCOX
Registration Number:	2177982	ROLLTITE
Registration Number:	2397098	ALUMATITE
Registration Number:	2588060	THERMATITE
Registration Number:	2464325	AVIATOR
Registration Number:	2520691	RAYNOR ACADEMY

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6867.002
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/06/2011

Total Attachments: 7
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

April 4, 2011

WHEREAS, Raynor Mfg. Co., an Illinois corporation (“Raynor”), having its chief executive office at 1101 East River Road, Dixon, Illinois, and Raynor Canada Corp., a Nova Scotia unlimited company (“Raynor Canada”, and together with Raynor, “Grantors”), having its chief executive office at 5100 Timberlea Blvd., Mississauga, Ontario, Canada, are the owners of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 (“Associated Bank”), desires to acquire a security interest in each Grantor’s trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, each Grantor is willing to grant to Associated Bank a security interest in and lien upon such Grantor’s trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of (i) the Security Agreement dated as of the date hereof, between Raynor and Associated Bank and (ii) the General Security Agreement dated as of the date hereof, between Raynor Canada and Associated Bank (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Security Agreement”), each Grantor hereby grants Associated Bank a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations 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 foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

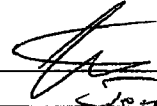
THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantors and certain affiliates of the Grantors to Associated Bank and its successors and assigns. Upon request of the Grantors when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantors an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of any Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

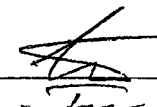
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RAYNOR MFG. CO., Grantor

By: 
Name: Jan A. Keese
Title: SECRETARY & TREASURER

RAYNOR CANADA CORP., Grantor

By: 
Name: Jan A. Keese
Title: SECRETARY & TREASURER

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RAYNOR MFG. CO., Grantor


By: _____
Name: _____
Title: _____

RAYNOR CANADA CORP., Grantor

By: _____
Name: _____
Title: _____

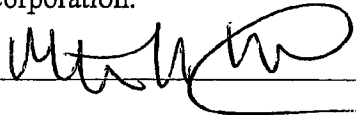
ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: ASSOCIATED COMMERCIAL FINANCE,
INC., its agent

By: 
Name: Peter O. Strobel
Title: Senior Vice President

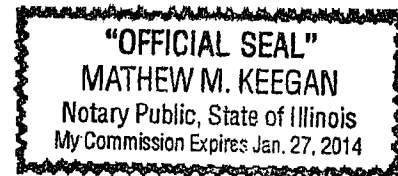
STATE OF ILLINOIS)
) ss.:
COUNTY OF LEE)

On this 31st day of March, 2011, before me personally came Jon A. Keesey who, being by me duly sworn, did state as follows: that he is Secretary of Raynor Mfg. Co., that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

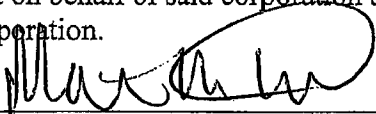


Notary Public

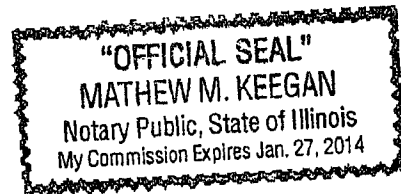
STATE OF ILLINOIS)
) ss.:
COUNTY OF LEE)



On this 31st day of March, 2011, before me personally came Jon A. Keesey who, being by me duly sworn, did state as follows: that he is Secretary of Raynor Canada Corp. that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public



SCHEDULE A

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
Streamwood	85178652	NA	NA
Raynor	78138589	2882937	09/07/04
Buildmark	78295456	2961221	06/07/05
GDP Garage Door Products.com	77893404	NA	NA
Accufinish	77934264	3909243	01/18/11
GDP Wood Doors Direct	77893407	NA	NA
Styleview	77528441	3664844	08/04/09
Admiral	77523235	3712957	11/17/09
Timberbay	77482641	3719442	12/01/09
Affina	76214169	2820183	03/02/04
Relante	76214729	2854261	06/15/04
Pilot	75631752	2418245	01/02/01
Door Authority	75661201	2759160	09/02/03
Quicktest	75758374	2493304	09/25/01
Raynor Finger Protection System	75467207	2635635	10/15/02
Raynor	75016333	2036749	02/11/97
Decade	73304550	1206939	09/07/82
Thermaseal	78080839	2897983	10/26/04
Family Safe	77101710	NA	NA
Rockwood	77446285	3857300	10/05/10
Echo Ridge	77446260	3752857	02/23/10
Lifetimer Gold	76156506	2764833	09/16/03
Richards-Wilcox	76126102	2587540	07/02/02
Rolltite	75226969	2177982	08/04/98
Alumatite	75651074	2397098	10/24/00
Thermatite	76247750	2588060	07/02/02
Aviator	75632321	2464325	06/26/2001
Raynor Academy	75661131	2520691	12/18/2001
Alumaview	85166357	NA	NA
Armorfinish	77934257	NA	NA