

02-24-2003

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102370027

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): Euramax International, Inc Amerimax UK, Inc Amerimax Fabricated Products Inc Amerimax Building Products Inc Amerimax Coated Products Inc Amerimax Laminated Products Inc Amerimax Richmond Company Amerimax Home Products Inc Amerimax Finance Company, Inc, Fabral Holdings Inc. Fabral Inc.

2-1803

2. Name and address of receiving party(ies): Name: BNP Paribas Internal Address:

OFFICE OF... FINANCIAL SECTION

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Street Address: 787 Seventh Avenue City: New York State: NY Zip: 10019

Execution date: March 15, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) B. Patent No.(s) 5,813,701 5,915,735 6,041,825 6,223,777

Additional numbers attached? Yes No

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

Name: Gregory K. Kolton Internal Address: Weil, Gotshal & Manges LLP

767 5th Avenue

Street Address: City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41): \$ 160.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

02/24/2003 ECDUPER 00000028 230000 5813701 01 FC:0021 160.00 CH

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio Name of Person Signing Signature Date February 18, 2003

Total number of pages including cover sheet, attachments, and documents:

**PATENT SECURITY AGREEMENT**, dated as of March 15, 2002, by Euramax International, Inc. and each of the other Loan Parties listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BNP Paribas ("*BNP Paribas*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Agent*").

## WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated 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*"), among the Grantors and the other Loan Parties party thereto and the Agent, the Lenders, the Swing Loan Lender and Issuers party thereto and the Agent, the Lenders, the Swing Loan Lender and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swing Loan Lender, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders, the Swing Loan Lender and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

**SECTION 2. Grant of Security Interest in Patent Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any such Patent or any Patent licensed under any such Patent License.

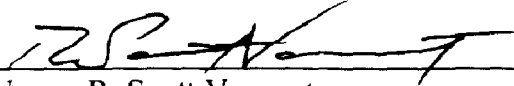
**Security Agreement**. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent 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.

[signature pages follow]

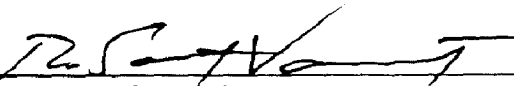
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EURAMAX INTERNATIONAL, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

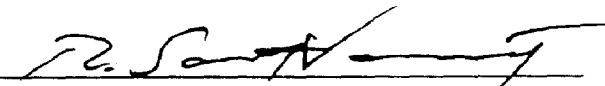
AMERIMAX UK, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

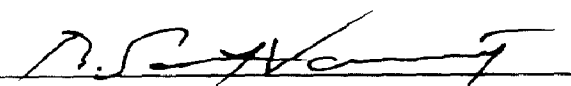
AMERIMAX FABRICATED PRODUCTS, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

AMERIMAX BUILDING PRODUCTS, INC.


By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

AMERIMAX COATED PRODUCTS, INC.

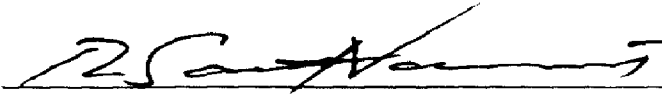
By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

[Signature Page to Patent Security Agreement]

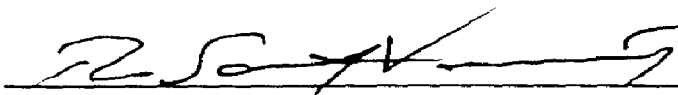
AMERIMAX LAMINATED PRODUCTS, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

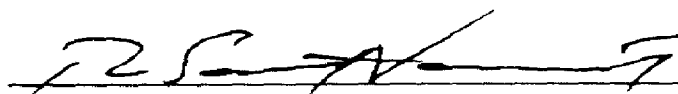
AMERIMAX RICHMOND COMPANY

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

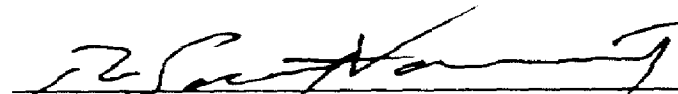
AMERIMAX HOME PRODUCTS, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

AMERIMAX FINANCE COMPANY, INC.

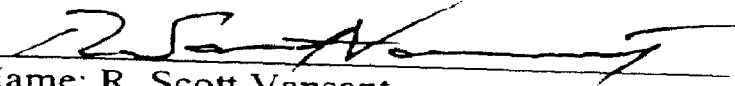
By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

FABRAL HOLDINGS, INC.

By:   
Name: R. Scott Vasant  
Title: Chief Financial Officer, Vice  
President and Secretary

[Signature Page to Patent Security Agreement]

FABRAL, INC.

By:   
Name: R. Scott Vansant  
Title: Chief Financial Officer, Vice  
President and Secretary


[Signature Page to Patent Security Agreement]

PATENT  
REEL: 013758 FRAME: 0620

ACKNOWLEDGEMENT OF GRANTOR

STATE OF GEORGIA            )  
  )  ss.  
COUNTY OF GWINNETT    )

On this 5<sup>th</sup> day of March, 2002 before me personally appeared R. Scott Vasant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Euramax International, Inc., Amerimax UK, Inc., Amerimax Fabricated Products, Inc., Amerimax Building Products, Inc., Amerimax Coated Products, Inc., Amerimax Laminated Products, Inc., Amerimax Richmond Company, Amerimax Home Products, Inc., Amerimax Finance Company, Inc., Fabral Holding, Inc. and Fabral, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

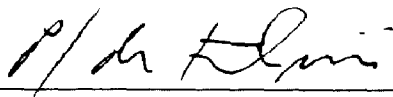
  
\_\_\_\_\_  
Notary Public


**Notary Public, Gwinnett County, Georgia**  
**My Commission Expires Nov. 18, 2004**

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED:

BNP PARIBAS, as Agent

By:   
Name: PJ de FILIPPIS  
Title: MANAGING DIRECTOR

By:   
Name: CECILE SCHERER  
Title: Director  
Merchant Banking Group

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 013758 FRAME: 0622



**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**1. REGISTERED U.S. PATENTS, Including Patent Reg. No. and Date**

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None
AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None
AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None
FABRAL, INC.	None

AMERIMAX HOME PRODUCTS, INC.

<u>Patent No</u>	<u>Title</u>	<u>Issue Date</u>
5,813,701	Repositionable flexible downspout extension	9/29/98
5,915,735	Repositionable flexible downspout extension	6/29/99
6,041,825	Repositionable flexible downspout extension	3/28/00
6,223,777	Repositionable, flexible and extendable connector	5/1/01

**2. U.S. PATENT APPLICATIONS**

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None
AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None

AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX HOME PRODUCTS, INC.	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None
FABRAL, INC.	None

**3. U.S. PATENT LICENSES, Including Name of Agreement, Parties and Date of Agreement**

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None
AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None
AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX HOME PRODUCTS, INC.	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None
FABRAL, INC.	None