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G. G. O. J.

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Atrium Shutters, Inc.

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce,

Internal Address: as collateral agent

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

Execution Date: 09/01/2004

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) NONE

B. Patent No.(s) 6,189,264 and
4,763,933

Additional numbers attached? Yes No

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

Name: Tina Qualls

Internal Address: CSC Networks

31st Floor

Street Address: 1133 Ave of the Americas

City: NEW YORK State: NY Zip: 10036

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41).....\$ 80⁰⁰

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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ASSIGNMENTS DIV

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9. Signature.

MAUREEN P. MURPHY
Name of Person Signing

Maureen P. Murphy
Signature

September 2, 2004
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D. C. 20231

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Patent Security Agreement

Patent Security Agreement, dated as of September 1, 2004 by each Guarantor listed on Schedule II hereto (collectively, the "Pledgors"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement dated as of December 10, 2003 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to amend the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing

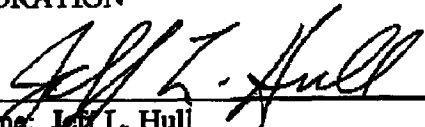
in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

ATRIUM SHUTTERS, INC.
SUPERIOR ENGINEERED PRODUCTS
CORPORATION

By: 
Name: Jeff L. Hull
Title: Chairman and Chief
Executive Officer

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent

By:


Name: **GERALD GIRARDI**
Title: **EXECUTIVE DIRECTOR**
CMG WORLD MARKETS CORP., AS AGENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Company	Value	Patent Description
Atrium Shutters, Inc.	6,189,264	E-Z Hang Patent
Superior Engineered Products Corporation	4,763,933	Latching Arrangement