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OMB No. 0651-0027 (exp. 5/31/2002)			
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): ALBECO FINANCE LLC		2. Name and address of receiving party(ies) Name: <u>PATRIARCH PARTNERS AGENCY SERVICES, LLC</u> Internal Address: <u>SUITE 700</u>	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: Assignment <input type="checkbox"/> Merger <input type="checkbox"/> <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>assignment</u> OF SECURITY INTEREST OF PATENTS		Street Address: <u>112 SO. TRYON STREET</u> City: <u>CHARLOTTE</u> State: <u>NC</u> Zip: <u>28284</u>	
Execution Date: <u>7/29/04</u>		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) 5,072,488, 6,351,882 & 4,594,831 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>TONYA CHAPPLE</u> Internal Address: <u>C/O CSC</u> Street Address: <u>80 STATE STREET</u> <u>ALBANY NY 12207</u> City: <u>ALBANY</u> State: <u>NY</u> Zip: <u>12207</u>		6. Total number of applications and patents involved: <u>3</u> 7. Total fee (37 CFR 3.41): \$ <u>120.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> TONYA CHAPPLE Name of Person Signing <u>Tonya Chapple</u> Signature 8/25/04 Date Total number of pages including cover sheet, attachments, and documents: <u>8</u>			

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



ASSIGNMENT OF SECURITY INTEREST IN PATENTS

THIS ASSIGNMENT OF SECURITY INTEREST IN PATENTS (this "Assignment") is dated as of July 29, 2004 and made by Ableco Finance LLC, as the below-defined Prior Collateral Agent (in such capacity, the "Assignor"), in favor of Patriarch Partners Agency Services, LLC, as the below-defined Successor Collateral Agent (in such capacity, the "Assignee").

WHEREAS, W. W. HOLDINGS, LLC, an Ohio limited liability company (the "Parent"), certain of Parent's subsidiaries, the lenders from time to time (prior to the date of the below-defined Assignment Agreements) party thereto (each a "Prior Lender" and collectively, the "Prior Lenders"), Ableco Finance LLC, as administrative agent for the Prior Lenders (in such capacity, the "Prior Administrative Agent"), and Ableco Finance LLC, as collateral agent for the Prior Lenders (in such capacity, "Prior Collateral Agent"), entered into that certain Financing Agreement, dated as of April 9, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date of the below-defined Assignment Agreements, the "Prior Financing Agreement");

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of April 9, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Prior Patent Security Agreement"), between Assignor and Amweld Building Products, LLC ("Amweld"), Amweld granted to Assignor a first priority security interest in all of its patents and patent applications;

WHEREAS, pursuant to those certain assignment and acceptance agreements, dated as of June 2, 2004 (collectively, the "Assignment Agreements"), among the Prior Lenders and Zohar CDO 2003-1, Limited ("Zohar"), the Prior Lenders assigned to Zohar all of their right, title and interest in and to the Loan Documents (as such term is defined in the Prior Financing Agreement);

WHEREAS, pursuant to that certain letter agreement, dated as of June 2, 2004 (the "Letter Agreement"), among Prior Administrative Agent, Prior Collateral Agent, Assignee, Zohar, Parent, and certain of Parent's subsidiaries, among other things, Prior Administrative Agent resigned as the administrative agent for the Prior Lenders, Prior Collateral Agent resigned as the collateral agent for the Prior Lenders, Zohar appointed Patriarch Partners Agency Services, LLC, as the successor administrative agent and as the successor collateral agent (in such capacity, the "Successor Collateral Agent"), and Assignee accepted each such appointment;

WHEREAS, pursuant to that certain First Amended and Restated Financing Agreement, dated as of the date hereof, among Amweld, the other borrowers signatory thereto, the guarantors signatory thereto, Zohar CDO 2003-1, Limited, as lender (together with any other persons that become lenders thereunder, the "Lenders"), and Assignee, Assignee was appointed as agent on behalf of the Lenders;

WHEREAS, in furtherance of the Letter Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest under the Prior Patent Security Agreement, including, without limitation, its right, title and interest in the patents and patent applications listed on Exhibit A attached hereto (collectively, the "Patent Rights"); and

WHEREAS, the parties now wish to effectuate the assignment of the Patent Rights from Assignor to Assignee by filing this Assignment with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants and transfers unto Assignee, without any representation or warranty of any kind or nature, the Patent Rights.

Assignor hereby authorizes the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Patent Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Patents as of the date first above written.

ABLECO FINANCE LLC,
as Assignor

By: 

Name: Daniel Wolf

Title: Senior Vice President

Exhibit A

PATENT RIGHTS

SCHEDULE A
PATENTS

<u>Company</u>	<u>Patent Description</u>	<u>U.S. Patent Number</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Amweld	METHOD AND APPARATUS FOR MOUNTING HINGES TO A DOOR FRAME	5,072,488	December 17, 1991	June 17, 2003
Amweld	METHOD FOR CONSTRUCTING A DOOR	6,351,882	March 5, 2002	September 8, 2020
Amweld	STEEL DOOR FRAME WITH THERMAL BREAK	4,594,831	June 17, 1986	February 25, 2005

SCHEDULE B
PATENTS PENDING

<u>Company</u>	<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
Amweld	DOOR CONSTRUCTION AND METHOD	International Patent Application No. PCT/US 00/40849	September 8, 2000 - Awaiting first non- binding opinion on patentability
Amweld	DOOR CONSTRUCTION AND METHOD	Australian Patent Application No. AU200112504	September 8, 2001 ¹

¹ Please note that while the Australian Patent Office has assigned an application number to the Amweld PCT application, there is no separate Australian application at this time. This application is still in the international stage and the Australian application number was assigned in anticipation of Amweld moving forward.