

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Gentek Building Products, Inc.

Execution Date(s) October 3, 2008

Additional names of conveying parties attached?  Yes

No

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal  
Address: \_\_\_\_\_

Street Address: 171 17<sup>th</sup> Street, NW

City: Atlanta

State: GA

Country: USA

Zip: 30363

Additional names, addresses, or citizenship attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Government Interest

Executive Order 9424, confirmatory License

Other \_\_\_\_\_

4. Application or patent number(s)

This document is being filed together with a new application.

A. Patent Application No. (s)  
See Attached Exhibit A

B. Patent No.(s)  
See Attached Exhibit A

Additional numbers attached?  Yes  No

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3576

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

10/16/08  
Date

Mercedes Farinas  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 18

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6998, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 5387381

**EXHIBIT A  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF PATENTS AND PATENT APPLICATIONS**

**Patents.**

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
US Patent:			
METHOD FOR EXTRUDING PLASTIC WITH ACCENT COLOR PATTERN	5,387,381	Feb. 7, 1995	Feb. 7, 2015
Canadian Patent:			
METHOD AND PRODUCT FOR EXTRUDING PLASTIC WITH ACCENT COLOR PATTERN	2,031,780	Dec 17, 1995	Dec. 7, 2010
BUILDING PANEL ASSEMBLY	2,085,499	Apr. 11, 1995	N/A

**Patent Applications**

None.

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated October 3, 2008, is by and between GENTEK BUILDING PRODUCTS, INC., a Delaware corporation ("Debtor"), with its chief executive office at 3771 State Road, Cuyahoga Falls, Ohio 44223 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties from time to time thereto as lenders and the other parties as provided therein (in such capacity, "Agent"), having an office at 171 17th Street, NW, Atlanta, Georgia 30363.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Associated Materials, LLC and Gentek Building Products Limited (collectively, "Borrowers") have entered or are about to enter into financing arrangements with Agent and the parties from time to time to the Loan Agreement as lenders (individually, each a "Lender", and collectively, "Lenders") pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Borrowers and certain affiliates of Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to the Guarantee (as hereinafter defined) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINITIONS. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

## 2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent, for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any patents and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Patents; provided, that, the Collateral shall not include any rights or interest in any lease, contract, license or license agreement covering any Patent, so long as under the terms of such lease, contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent is prohibited (or would render such lease, contract, license or license agreement cancelled, invalid or unenforceable) and such prohibition has not been or is not waived or the consent of the other party to such lease, contract, license or license agreement has not been or is not otherwise obtained; provided, further, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the UCC, the PPSA or other applicable law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due to Debtor under any such lease, contract, license or license agreement (including any Receivables (as defined in the Loan Agreement)).

## 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

## 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent and the other Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Patents as registered patents and to maintain the existence of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the Permitted Liens (as defined in the Loan Agreement) and (iii) the licenses permitted under Section 3(e) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise for and on behalf of the other Secured Parties of the rights and remedies granted to Agent hereunder or under the other Loan Documents; provided, that, Agent shall not use such Special Power of Attorney unless an Event of Default has occurred and is then continuing.

(f) Agent may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent or any other Secured Parties to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or

the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall not file any application for the registration of a Patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivisions thereof or in any other country, unless Debtor has given Agent ten (10) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any patent, including any reissue, division, continuation, continuation in part, or extension of any patent, file any patent application, including any application for reissue or extension of any patent, or any divisional, continuation, or continuation in part application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or new patentable inventions used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the reasonable request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Patent in favor of Agent for the benefit of the itself and the other Secured Parties.

(h) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided or avoidable, except as otherwise permitted by the Loan Agreement. Debtor shall notify Agent promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Patents may become abandoned, canceled, invalidated, avoided or avoidable.

(i) Debtor shall render any assistance, as Agent shall reasonably determine is necessary, to Agent and the other Secured Parties in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents as Debtor's exclusive property and to protect Agent's and the other Secured Parties' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No infringement or unauthorized use presently is being made of any of the Patents that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, validity, priority or perfection of the security interest granted herein or the remedies of Agent and the other Secured Parties hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by

Agent or any other Secured Party, Debtor, at Debtor's expense, shall join with Agent and such other Secured Party in such action as Agent and such other Secured Party, in Agent's reasonable discretion, may deem advisable for the protection of Agent's and such other Secured Parties' interest in and to the Patents.

(k) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Agent for any and all expenditures made by Agent or the other Secured Parties pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

#### 5. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under Loan Agreement is referred to herein as "Event of Default", and collectively as "Events of Default".

#### 6. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent and the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary thereof make any use of the Patents for any purpose whatsoever. Agent may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any affiliate or subsidiary thereof or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of any of the Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Patents against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent and the other Secured Parties. Thereafter, Agent and the other Secured Parties may apply any remaining proceeds to such of the Obligations as Agent and the other Secured Parties may in their discretion determine. Debtor shall remain liable to Agent and the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent and the other Secured Parties on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent, any other Secured Party and their respective designees, (i) Debtor's knowledge and expertise relating to the manufacture and sale of the products and services to which the Patents relate and (ii) Debtor's customer lists and other records relating to the Patents and the distribution thereof, to the extent that Agent does not have custody, control or possession of such customer lists and other records.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under, this Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 7. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State



of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Agent in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent and the other Secured Parties shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent or the other Secured Parties deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT AND THE OTHER SECURED PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and the other Secured Parties that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

8. TERMINATION; RELEASE OF COLLATERAL. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate upon full and final payment and satisfaction of all Obligations and the termination of the Loan Documents in accordance with their terms, at which time the Agent shall execute and deliver to the Debtor, at the Debtor's expense, all UCC termination statements, releases and similar documents that the Debtor shall reasonably request to evidence such termination; provided, however, that, the Loan Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of the Obligations is rescinded or must otherwise be restored by Agent or any other Secured Party upon the bankruptcy or reorganization of Debtor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 8 shall be without recourse to, or warranty by, the Agent or any other Secured Party.

9. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telefacsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Gentek Building Products, Inc.  
3772 State Road  
Cuyahoga Falls, Ohio 44223  
Attention: Cynthia Sobe  
Telephone No.: 330-922-7743  
Telecopy No.: 330-922-2296

With a copy to:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Janet Vance  
Telephone No.: 212-351-3854  
Telecopy No.: 212-351-5288

If to Agent:

Wachovia Bank, National Association,  
as Agent  
171 17th Street, NW  
Atlanta, Georgia 30363  
Attention: Portfolio Manager  
Telephone No.: 404-214-3533  
Telecopy No.: 404-214-9299

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Lenders, Secured Parties and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with 13.3 of the Loan Agreement. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(d) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and the other Secured Parties and their respective successors and assigns.

(e) In the event of any conflict between a provision of this Agreement and a provision of the Loan Agreement with respect to the identical subject matter, the provision of the Loan Agreement with respect thereto shall be controlling.

(f) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(g) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent and Debtor. Agent and the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their

rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent and the other Secured Parties. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any other Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By: Cynthia S. Lee

Title: Vice President, Chief Financial Officer,  
Treasurer & Secretary

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Patent Agreement - Gentek Building Products, Inc.]

STATE OF OHIO )  
COUNTY OF Summit ) ss.:

On this 2<sup>nd</sup> day of Oct, 2008, before me personally came Cynthia Sobel,  
to me known, who being duly sworn, did depose and say, that he or she is the V.Pres. - CFO of treasurer secretary  
Gentek Building Products, Inc., the corporation described in and which executed the foregoing  
instrument; and that he or she signed his or her name thereto by order of the Board of Directors  
of said corporation.

Cynthia E. Umbarger  
Notary Public



Cynthia Umbarger  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 05/28/12

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: Michael E. Hayes

Title: Director

[Signature Page to Patent Agreement - Gentek Building Products, Inc.]

**EXHIBIT B  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LICENSES**

None.

[Gentek Building Products, Inc.]

**PATENT  
REEL: 021669 FRAME: 0173**



**EXHIBIT C  
TO  
PATENT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that GENTEK BUILDING PRODUCTS, INC. ("Debtor"), having an office at 3771 State Road, Cuyahoga Falls, Ohio 44223, hereby appoints and constitutes WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent ("Agent"), and each of its officer its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Agent.

Dated: October \_\_, 2008

GENTEK BUILDING PRODUCTS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of October, 2008, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say, that he or she is the \_\_\_\_\_ of  
GENTEK BUILDING PRODUCTS, INC., the corporation described in and which executed the  
foregoing instrument; and that he or she signed his or her name thereto by order of the Board of  
Directors of said corporation.

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