PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Fortis Plastics, LLC	12/26/2008

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	119 West 40th Street
Internal Address:	16th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5918426
Patent Number:	D407831
Patent Number:	6050037
Patent Number:	6336303
Patent Number:	7240461
Patent Number:	6521371
Application Number:	10852993

CH $280.00 5918426

CORRESPONDENCE DATA

Fax Number: (973)295-1283
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-443-3553
Email: whelanm@gtlaw.com
Correspondent Name: Mary Whelan- Greenberg Traurig, LLP
Address Line 1: 200 Park Avenue
Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	050255-023300
NAME OF SUBMITTER:	Mary J. Whelan
Total Attachments: 8 source=wfbpsa#page1.tif source=wfbpsa#page2.tif source=wfbpsa#page3.tif source=wfbpsa#page4.tif source=wfbpsa#page5.tif source=wfbpsa#page6.tif source=wfbpsa#page7.tif source=wfbpsa#page8.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement (the "Agreement"), dated as of December 16, 2008, is made by and between Fortis Plastics, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

2. Security Interest. Company hereby collaterally pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this

Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent security agreement substantially in the form of this Agreement.

(d) **Title.** Company owns each Patent listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will, at the time Company acquires any rights in Patents hereafter arising, own each such Patent free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents, or any interest therein, without Wells Fargo's prior written consent, which consent shall not be unreasonably withheld.

(f) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Company will at its own expense maintain the Patents to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(j) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents. Company shall be permitted to control and manage the Patents, including the right to exclude others from making, using or selling

items covered by the Patents and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. During a Default Period (as such term is defined in the Credit Agreement), Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents.

(c) Wells Fargo may enforce the Patents and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents at all or in any particular manner or order, or to apply any cash proceeds of Patents in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This

Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of the date written above.

Fortis Plastics, LLC
2965 LaVanture Place
Elkhart, IN 46514
Attention: Lisa Makowski
Telecopier No. (574) 970-6497

FORTIS PLASTICS, LLC

By [signature]
Mayank Singh
Its Vice President

Copy to:

Monomoy Capital Partners, L.P.
142 W. 57th Street, Seventeenth Floor
New York, NY 10019
Attention: Mayank Singh
Telecopier No. (212) 699-4010

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, NY 10018
Attention: Relationship Manager for Fortis Plastics, LLC
Telecopier No. (646) 728-3279

WELLS FARGO BANK, NATIONAL ASSOCIATION

By ____________________
Robert Kruger
Its Vice President

STATE OF New York)
)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 12 day of December, 2008, by Mayank Singh, the Vice President of Fortis Plastics, LLC, a Delaware limited liability company, on behalf of the company.

Michelle Killen
Notary Public

MICHELLE KILLEN
Notary Public, State of New York
No. 01KI6173926
Qualified in New York County
Commission Expires Sept. 4, 2011

IN WITNESS WHEREOF, the parties have executed this Patent Security Agreement as of the date written above.

Fortis Plastics, LLC
2965 LaVanture Place
Elkhart, IN 46514
Attention: Lisa Makowski
Telecopier No. (574) 970-6497

FORTIS PLASTICS, LLC

By ______________________
Mayank Singh
Its Vice President

Copy to:

Monomoy Capital Partners, L.P.
142 W. 57th Street, Seventeenth Floor
New York, NY 10019
Attention: Mayank Singh
Telecopier No. (212) 699-4010

Wells Fargo Bank, National Association
119 West 40th Street, 16th Floor
New York, NY 10018
Attention: Relationship Manager for Fortis Plastics, LLC
Telecopier No. (646) 728-3279

WELLS FARGO BANK, NATIONAL ASSOCIATION

By ______________________
Robert Kruger
Its Vice President

STATE OF ______________)
)
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ____ day of December, 2008, by Mayank Singh, the Vice President of Fortis Plastics, LLC, a Delaware limited liability company, on behalf of the company.

____
Notary Public

EXHIBIT A
UNITED STATES ISSUED PATENTS

Name of Patent	Business Unit	Serial/Patent Number	Filing/Registration Date	Status	Owner
Flexible Drip Rail	Elkhart	5,918,426	01/21/98	Issued 07/06/99	Fortis Plastics, LLC
Window Molding Extrusion	Elkhart	D407,831	03/26/97	Issued 04/06/99	Fortis Plastics, LLC
Brick Molding having an Integral Hinge and a Concealed Mounting Surface	Elkhart	6,050,037	01/21/98	Issued 04/18/00	Fortis Plastics, LLC
Injection Molded Exterior Siding Panel with Positioning Relief and Method of Installation	Building Products	6,336,303	05/07/99	Issued 01/08/02	Fortis Plastics, LLC
Siding Panels for Wall Coverings	Building Products	7,240,461	10/31/02	Issued 7/10/07	Fortis Plastics, LLC
Battery Tray	Elkhart	6,521,371	11/28/00	Issued 2/18/03	Fortis Plastics, LLC

UNITED STATES PATENT APPLICATIONS

Name of Patent	Business Unit	Application Number	Filing/Registration Date	Status	Owner
Corner Trim Piece for Siding	Building Products	Application No. 10/852,993	05/25/04	Pending	Fortis Plastics, LLC

FOREIGN ISSUED PATENTS

Name of Patent	Business Unit	Application Number	Filing/Registration Date	Status	Owner
Injection Molded Exterior Siding Panel with Positioning Relief and Method of Installation (Canada)	Building Products	Application No. 2,302,598	03/22/00	Issued 06/01/04 Granted (Canada)	Fortis Plastics, LLC

FOREIGN PATENT APPLICATIONS
None.