

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
Euramax International, Inc.	06/07/2010
Amerimax Home Products, Inc.	06/07/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12545555
Application Number:	12731873
Application Number:	11948609
CORRESPONDENCE DATA	
Fax Number:	(404)572-5134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jhannon@kslaw.com
Correspondent Name:	James M. Hannon
Address Line 1:	1180 Peachtree Street
Address Line 2:	King & Spalding LLP-34th Floor
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	09631.230001
NAME OF SUBMITTER:	James M. Hannon
Total Attachments: 5	

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SECOND SUPPLEMENT TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Supplement to the Intellectual Property Security Agreement, dated as of June 7, 2010 (the "Second Supplement"), is made pursuant to the Intellectual Property Security Agreement dated June 29, 2005, (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), and is made by each of the signatories hereto (collectively, the "Grantors") in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GECC"), as collateral agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, **EURAMAX INTERNATIONAL, INC.**, a Delaware corporation ("Company" and the "U.S. Borrower"), **EURAMAX HOLDINGS LIMITED**, a company organized under the laws of England and Wales (the "U.K. Borrower"), **EURAMAX INTERNATIONAL HOLDINGS B.V.**, a company organized under the laws of The Netherlands (the "Dutch Holdings Borrower"), **EURAMAX NETHERLANDS B.V.**, a company organized under the laws of The Netherlands ("Dutch Company" and a "Dutch Borrower"), **EURAMAX EUROPE B.V.**, a company organized under the laws of The Netherlands ("Dutch Operating Company" and a "Dutch Borrower"; together with Dutch Company, the "Dutch Borrowers"; the Dutch Borrowers, together with the U.S. Borrower, the U.K. Borrower and the Dutch Holdings Borrower, collectively, the "Borrowers"), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, **GE CAPITAL MARKETS, INC.**, as Sole Lead Arranger and Sole Bookrunner, **GECC**, as U.S. Administrative Agent, Collateral Agent, European Administrative Agent and U.K. Trustee, **SUNTRUST BANK**, as Syndication Agent and **Bank of America N.A.**, as Documentation Agent have entered into an Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 29, 2009 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, as a condition precedent to the amendments effected by the Credit Agreement on the Restatement Effective Date, the Grantors executed and delivered an Omnibus Reaffirmation Agreement reaffirming certain Collateral Documents, including, without limitation, that certain First Lien Pledge and Security Agreement, dated as of June 29, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property acquired after the date of the Pledge and Security Agreement, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute this Second Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following, except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable

with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Supplement.

3. Execution in Counterparts. This Second Supplement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Second Supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

5. Conflict Provision. This Second Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement, the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Supplement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Second Supplement to the Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EURAMAX INTERNATIONAL, INC.

By: RSANT
Name:
Title:

AMERIMAX HOME PRODUCTS, INC.

By: RSANT
Name:
Title:

Schedule 1

TRADEMARKS

Grantor	Mark	Reg./App. No.	Issue/Application Date	Jurisdiction
Amerimax Home Products, Inc.	DRYSNAP	TMA743,081	July 8, 2009	Canada

PATENTS

Grantor	Title	Jurisdiction	Patent No./ Serial No.	Issue Date / Filing Date
Amerimax Home Products, Inc.	Expanded Metal Gutter Cover and Method of Installation	US	12/545,555	08/21/2009
Amerimax Home Products, Inc.	Apparatus for Harvesting Rainwater	US	12/731,873	03/25/2010
Euramax International Inc.	Water Channeling System for Gutters	US	11/948,609	11/30/2007

COPYRIGHTS

None.

INTELLECTUAL PROPERTY LICENSES

None.