

OFFICE OF PUBLIC RECORDS

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RECC

FORM COVER SHEET
TRADEMARKS ONLY

FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 5-15-02
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other First Amendment to Patent, Trademark and License Agreement
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
03 / 21 / 2002

Conveying Party

Mark if additional names of conveying parties attached

Name Amcraft Building Products Co., Inc.

Effective Date
Month Day Year
03 / 21 / 2002

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, National Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 901 Main Street, 6th Floor

Address (line 2) _____

Address (line 3) Dallas Texas 75202
City State/Country Zip Code

05/22/2002 TDIAZ1 00000145 75357755

- 01 FC:481
- 02 FC:482
- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization national banking association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 214/855-4775

Name Andrea Walker
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)	
75/357,755 <u>78/103,901</u>	<u>2,096,349</u>	<u>2,476,935</u> <u>2,528,575</u>
_____	<u>1,939,683</u>	<u>2,427,389</u> <u>2,469,602</u>
_____	<u>2,118,705</u>	<u>2,498,706</u>
_____	<u>2,266,107</u>	<u>2,536,947</u>

Number of Properties Enter the total number of properties involved. # 12

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$315.00

Method of Payment: Enclosed Deposit Account
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 10-0447
Authorization to charge additional fees: Yes No

Statement and Signature
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. Charges to deposit account are authorized, as indicated herein.

Andrea Walker Name of Person Signing
Andrea Walker Signature
May 15, 2002 Date Signed

FIRST AMENDMENT
to
PATENT, TRADEMARK AND LICENSE MORTGAGE

This First Amendment to Patent, Trademark and License Mortgage (this "Amendment"), effective as of March 21, 2002 (the "Effective Date"), is entered into between Amcraft Building Products Co., Inc., a Delaware corporation (the "Mortgagor"), and Bank of America, National Association (successor in interest by merger to NationsBank, N.A.) (the "Mortgagee").

W I T N E S S E T H

WHEREAS, the Mortgagor and the Mortgagee are parties to that certain (a) Patent, Trademark and License Mortgage dated as of May 12, 1998, filed in the trademark records of the United States Patent and Trademark Office (as such agreement may be amended or modified from time to time, the "Mortgage") and (b) Amended and Restated Security Agreement dated March 21, 2001 (as the "Security Agreement"; all capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Security Agreement);

WHEREAS, the Mortgage secures certain obligations and indebtedness of American Builders & Contractors Supply Co., Inc. (the "Borrower") arising under the certain Third Amended and Restated Loan and Security Agreement, dated as of the date hereof, among the Borrower, certain lenders from time to time party thereto (the "Lenders") and Mortgagee, as Agent for the Lenders (as such agreement may be amended or modified from time to time, the "Loan Agreement");

WHEREAS, the Mortgagor and the Agent have agreed to amend the Mortgage as provided hereinbelow;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Amendment to Certain Defined Terms. The following defined terms used in the Mortgage hereby are amended as follows:

(a) Any and all references in the Mortgage to the "Mortgagee" shall be deemed to mean Bank of America, National Association, successor in interest by merger to NationsBank, N.A., in its capacity as the Agent under the Loan and Security Agreement.

(b) Any and all references in the Mortgage to the "Loan and Security Agreement" shall be deemed to mean the Third Amended and Restated Loan and Security Agreement, dated March 21, 2002, among the Borrower, the Agent, American National Bank and Trust Company of Chicago, as co-agent, and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time).

2. Amendment to Exhibit B. Exhibit B is amended and restated in its entirety as set forth on Exhibit B attached hereto.

3. Representations and Warranties of Mortgagor. The Mortgagor hereby represents and warrants that as of the date of this Amendment the representations and warranties of the Mortgagor contained in the Mortgage are true and correct on and as of the date hereof to the same extent as though made on and as of the date hereof (except to the extent any such representations or warranties relate to a specific date), and all Exhibits attached to the Mortgage remain true, correct and complete.

4. Reference to and Effect on the Mortgage. Except as expressly provided herein, the Mortgage shall remain unmodified and in full force and effect and is hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver or forbearance of (a) any right, power or remedy of the Mortgagee or the Lenders under the Mortgage, or (b) any Default or Event of Default. This Amendment shall constitute a Financing Agreement. All references in any of the Financing Agreements, other than this Amendment, to the Mortgage shall be deemed to refer to the Mortgage as modified by this Amendment.

5. Fees, Costs and Expenses. The Mortgagor agrees to pay on demand all costs and expenses of the Lenders and the Mortgagee in connection with the preparation, execution, delivery and filing of this Amendment, including the fees and out-of-pocket expenses of counsel for the Lenders and the Mortgagee with respect thereto.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto as separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, when taken together, shall constitute but one and the same agreement.

7. Effectiveness. This Amendment shall be deemed effective as of the Effective Date specified in the preamble upon execution by the Mortgagor and the Mortgagee

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

AMCRAFT BUILDING PRODUCTS CO., INC.

ATTEST:

By: [Signature]
Name: Clark Stels
Title: Business Manager

By: [Signature]
Name: Kendra A. Story C.F.O.
Title: _____

BANK OF AMERICA, NATIONAL
ASSOCIATION (successor in interest by merger to
NationsBank, N.A.), as Mortgagee and Agent for
the Lenders

By: _____
Name: _____
Title: _____

Address for Notice:

231 S. La Salle Street, 16th Floor
Mail Code IL1-231-16-33
Chicago, Illinois 60697
Attention: Business Credit/URGENT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

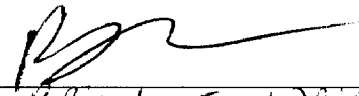
AMCRAFT BUILDING PRODUCTS CO., INC.

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF AMERICA, NATIONAL
ASSOCIATION (successor in interest by merger to
NationsBank, N.A.), as Mortgagee and Agent for
the Lenders

By:  _____
Name: BRIAN J. WRIGHT
Title: VP

Address for Notice:

231 S. La Salle Street, 16th Floor
Mail Code IL1-231-16-33
Chicago, Illinois 60697
Attention: Business Credit/URGENT

EXHIBIT B

Trademarks and Trademark Registrations

(All are U.S. Trademarks registered on Principal Register unless otherwise noted)

<u>Mark</u>	<u>Serial/ Filing/ Reg. No.</u>	<u>Reg. Date</u>	<u>Notes</u>
Amcraft (stylized in color)	2,096,349	9/16/1997	
Timber Select	1,939,683	12/5/1995	
Regency Wood Series	2,118,705	12/09/1997	
Landmark	2,266,107	8/03/1999	
Riverwood	2476935	8/14/01	
Thunder Bay	2,427,389	2/6/01	
Storm-Tite	2498706	10/16/01	
Grand Horizons	2,536,947	2/5/02	
Proguard	75,357,755	9/26/1997	Application-has not registered
Slate Dimensions	2528575	1/8/02	
Amtech Certified	2469602	7/17/01	
River Canyon	78103901	1/2/02	Application-has not registered

Unregistered Trademarks

Williamsburg Colonial Beaded

Ultra

POLAND TRADEMARK REGISTRATIONS

Reg. No.

Reg. Date

Amcraft (word)

115,486

10/31/1996

Amcraft (design/stylized)

115,437

10/31/1996