

06-10-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Associated Materials Incorporated
5-30-02

Individual(s) Assoc
 General Partnership Limited
 Corporation-State Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
UBS AG, Stamford Branch, as
Administrative Agent
Address: 677 Washington Blvd.
City: Stamford State: CT ZIP: 06901

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Authorized Connecticut bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 19, 2002

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
76/147,065

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
SEE ATTACHED LIST

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joan L. Long
Internal Address: Mayer, Brown, Rowe & Maw
Street Address: 190 S. LaSalle St.
City: Chicago State: IL Zip: 60003

6. Total number of applications and registrations involved: **20**

7. Total fee (37 CFR 3.41) \$525.00
 Enclosed
 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.
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.

Joan L. Long
Name of Person Signing

Signature

May 29, 2002
Date

Total number of pages including cover sheet, attachments, and documents: **73**

06/07/2002 LNUELLER 00000066 76147065

01 FC:481
02 FC:482

40.00 UP
475.00 DP

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

1135233.1 052902 1311C 02965786

Refund Ref: 06/07/2002 LNUELLER 000017673

CHECK Refund Total: \$10.00

TRADEMARK
REEL: 002522 FRAME: 0315

Ownership (PTO database) Listed As: Associated Materials, Inc. ("AMI")

Reg./Ser. No.	Mark
Reg. 1,305,040	OMNI WINDOWS & Design
Reg. 1,267,968	THE ENDURA SUPREME SERIES
Reg. 1,326,551	ALSIDE (STYLIZED)
Reg. 1,326,987	ALSIDE (STYLIZED)
Reg. 1,267,139	GUARD-ALL
Reg. 1,290,081	OMNI
Reg. 1,298,386	AMERICUT
Reg. 1,300,571	ELEGANCE IV
Reg. 1,301,211	EXCALIBUR
Reg. 1,304,689	GUARD-ALL
Reg. 873,696	STEEL-KING
Reg. 968,479	WEATHER-GRAIN (STYLIZED)
Reg. 973,218	SAW-KERF
Reg. 1,242,108	THE DESIGNER'S SELECTION
Reg. 827,371	SUPER-PVC (STYLIZED)
Reg. 827,752	FORMULA PC PROTECTIVE COATING
Reg. 824,306	RIGID-STONE (STYLIZED)
Reg. 507,692	ALSIDE (STYLIZED)
Reg. 2,412,368	TIGER

TRADEMARK**REEL: 002522 FRAME: 0316**

BORROWER SECURITY AND PLEDGE AGREEMENT

This BORROWER SECURITY AND PLEDGE AGREEMENT, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Security Agreement"), is made by ASSOCIATED MATERIALS INCORPORATED, a Delaware corporation (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Associated Materials Holdings Inc., the various financial institutions and other Persons as are or may become parties thereto, as the Lenders, the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as Syndication Agent, CIBC World Markets Corp., as Documentation Agent, and UBS Warburg LLC and Credit Suisse First Boston Corporation, as Joint Lead Arrangers, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor; and

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Administrative Agent" is defined in the preamble.

"Collateral" is defined in Section 2.1.

"Collateral Account" is defined in clause (b) of Section 4.3.

"Computer Hardware and Software Collateral" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers,

features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Control Agreement” means an agreement in form and substance satisfactory to the Administrative Agent which provides for the Administrative Agent to have “control” (as defined in Section 8-106 of the UCC, as such term relates to investment property (other than certificated securities or commodity contracts), or as used in Section 9-106 of the UCC, as such term relates to commodity contracts).

“Copyright Collateral” means all copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor’s rights, titles and interests in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the United States copyrights referred to in Schedule V hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Credit Agreement” is defined in the first recital.

“Distributions” means all non-cash dividends paid on Capital Stock, liquidating dividends paid on Capital Stock, shares of Capital Stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Capital Stock constituting Collateral, but excluding Dividends.

“Dividends” means cash dividends and cash distributions with respect to any Capital Stock constituting Collateral that are not a liquidating dividend.

“Grantor” is defined in the preamble.

“Intellectual Property Collateral” means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

“Patent Collateral” means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each United States patent and patent application referred to in Schedule III hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

“Receivables” is defined in clause (c) of Section 2.1.

“Related Contracts” is defined in clause (c) of Section 2.1.

“Securities Act” is defined in clause (a) of Section 6.2.

“Security Agreement” is defined in the preamble.

“Trademark Collateral” means:

(a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, whether statutory or common law or registered or unregistered, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those registered in the United States Patent and Trademark Office and referred to in Schedule IV hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

“Trade Secrets Collateral” means all common law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

SECTION 1.2. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 1.3. UCC Definitions. Unless otherwise defined herein or in the Credit Agreement or the context otherwise requires, terms for which meanings are provided in the UCC are used in this Security Agreement (whether or not capitalized herein), including its preamble and recitals, with such meanings.

ARTICLE II SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor’s right, title and interest in the following property, whether tangible or intangible, whether now or hereafter existing, owned or acquired by the Grantor, and wherever located (collectively, the “Collateral”):

- (a) (i) all investment property in which the Grantor has an interest (including the Capital Stock of each issuer of such Capital Stock described in Schedule I hereto) and
- (ii) all other Capital Stock which are interests in limited liability companies or

partnerships in which the Grantor has an interest (including the Capital Stock of each issuer of such Capital Stock described in Schedule I hereto), in each case together with Dividends and Distributions payable in respect of the Collateral described in the foregoing clauses (a)(i) and (a)(ii);

(b) all goods, including all equipment and inventory in all of its forms;

(c) all accounts, contracts, contract rights, chattel paper, documents, instruments, promissory notes and general intangibles (including tax refunds and all payment intangibles), whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, promissory notes, general intangibles and payment intangibles (all of the foregoing collectively referred to as the "Receivables"), and any and all such security agreements, guaranties, leases and other contracts collectively referred to as the "Related Contracts");

(d) all Intellectual Property Collateral;

(e) all deposit accounts;

(f) all letter of credit rights;

(g) all commercial tort claims in which the Grantor has rights (including as a plaintiff);

(h) the Collateral Account, all cash, checks, drafts, notes, bills of exchange, money orders, other like instruments and all investment property held in the Collateral Account (or in any sub-account thereof) and all interest and earnings in respect thereof;

(i) all books, records, writings, data - bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section;

(j) all other property and rights of every kind and description and interests therein; and

(k) all products, offspring, rents, issues, profits, returns, income, supporting obligations and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (j)), and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing, "Collateral" shall not include (i) the Grantor's real property leaseholds, (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a

violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder, or (iii) investment property consisting of Capital Stock of an issuer that is a Foreign Subsidiary (other than a Foreign Subsidiary that (x) is treated as a partnership under the Code, other than a partnership that owns, directly or indirectly in excess of 65% of the total voting power of all Capital Stock of an entity organized under the laws of any jurisdiction outside the United States that is treated as a "controlled foreign corporation" within the meaning of section 957(a) of the Code or (y) for U.S. federal income tax purposes, is not treated as an entity that is separate from (A) the Grantor; (B) any Person that is treated as a partnership under the Code, other than a partnership that owns, directly or indirectly in excess of 65% of the total voting power of all Capital Stock of an entity organized under the laws of any jurisdiction outside the United States that is treated as a "controlled foreign corporation" within the meaning of section 957(a) of the Code or (C) any "United States person" (as defined in Section 7701(a)(30) of the Code)) of the Grantor, in excess of 65% of the total combined voting power of all Capital Stock of each such Foreign Subsidiary.

SECTION 2.2. Security for Obligations. This Security Agreement and the Collateral in which the Administrative Agent for the benefit of the Secured Parties is granted a security interest hereunder by the Grantor secure the payment of all Obligations now or hereafter existing.

SECTION 2.3. Grantor Remains Liable. Anything herein to the contrary notwithstanding

(a) the Grantor will remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and will perform all of its duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed;

(b) the exercise by the Administrative Agent of any of its rights hereunder will not release the Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(c) no Secured Party will have any obligation or liability under any contracts or agreements included in the Collateral by reason of this Security Agreement, nor will any Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2.4. Dividends on Pledged Shares. In the event that any Dividend with respect to any Capital Stock pledged hereunder is permitted to be paid (in accordance with the Credit Agreement), such Dividend or payment may be paid directly to the Grantor. If any Dividend or payment is paid in contravention of the Credit Agreement, the Grantor shall hold the same segregated and in trust for the Administrative Agent until paid to the Administrative Agent in accordance with Section 4.1.5 hereto.

SECTION 2.5. Security Interest Absolute, etc. This Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable grant of security interest, and shall remain in full force and effect until the Termination Date. All rights of the Secured Parties and the security interests granted to the Administrative Agent (for its benefit and the ratable benefit of each other Secured Party) hereunder, and all obligations of the Grantor hereunder, shall, in each case, be absolute, unconditional and irrevocable irrespective of:

- (a) any lack of validity, legality or enforceability of any Loan Document;
- (b) the failure of any Secured Party (i) to assert any claim or demand or to enforce any right or remedy against any Obligor or any other Person (including any other Guarantor) under the provisions of any Loan Document or otherwise, or (ii) to exercise any right or remedy against any guarantor (including any Guarantor) of, or collateral securing, any Obligations;
- (c) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other extension, compromise or renewal of any Obligation;
- (d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;
- (e) any amendment to, rescission, waiver, or other modification of, or any consent to or departure from, any of the terms of any Loan Document;
- (f) any addition, exchange or release of any collateral or of any Person that is (or will become) a guarantor (including the Grantor) of the Obligations, or any surrender or non-perfection of any collateral, or any amendment to or waiver or release or addition to, or consent to or departure from, any other guaranty held by any Secured Party securing any of the Obligations; or
- (g) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Obligor, any surety or any guarantor.

ARTICLE III REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Parties to enter into the Credit Agreement and make Credit Extensions thereunder, and to induce Secured Parties to enter into Rate Protection Agreements, the Grantor represents and warrants to each Secured Party as set forth below.

SECTION 3.1. As to Capital Stock of Subsidiaries. With respect to any Subsidiary of the Grantor that is

(a) a corporation, business trust, joint stock company or similar Person, all Capital Stock issued by such Subsidiary is duly authorized and validly issued, fully paid and non-assessable; and

(b) a partnership or limited liability company, no Capital Stock issued by such Subsidiary (i) is dealt in or traded on securities exchanges or in securities markets, (ii) is expressly provided in such Subsidiary's Organic Documents to be a security governed by Article 8 of the UCC or (iii) is held in a securities account.

The percentage of the issued and outstanding Capital Stock of each Subsidiary pledged by the Grantor hereunder is as set forth on Schedule I hereto.

SECTION 3.2. Grantor Name, Location, etc. The jurisdiction in which the Grantor is located for purposes of Sections 9-301 and 9-307 of the UCC is set forth in Item A of Schedule II hereto. Set forth in Item B of Schedule II hereto is each location a secured party would have filed a UCC financing statement prior to July 1, 2001 (or October 1, 2001 if the location is Connecticut and January 1, 2002 if the location is Alabama, Florida or Mississippi) to perfect a security interest in equipment, inventory and general intangibles owned by the Grantor. The Grantor does not have any trade names other than those set forth in Item C of Schedule II hereto. During the four months preceding the date hereof, the Grantor has not been known by any legal name different from the one set forth on the signature page hereto, nor has the Grantor been the subject of any merger or other corporate reorganization, except as set forth in Item D of Schedule II hereto. The name set forth on the signature page hereto is the true and correct name of the Grantor. The Grantor's federal taxpayer identification number is (and, during the four months preceding the date hereof, the Grantor has not had a federal taxpayer identification number different from that) set forth in Item E of Schedule II hereto. If the Collateral of the Grantor includes any inventory located in the State of California, the Grantor is not a "retail merchant" within the meaning of Section 9102 of the California UCC. On the Closing Date, the Grantor is not a party to any material federal, state or local government contract except as set forth in Item F of Schedule II hereto.

SECTION 3.3. Ownership, No Liens, etc. The Grantor owns its Collateral free and clear of any Lien, except for Liens (a) created by this Security Agreement, and, (b) in the case of Collateral other than the Capital Stock of each Subsidiary pledged hereunder, permitted by the Credit Agreement. No effective financing statement or other filing similar in effect covering any Collateral is on file in any recording office, except those filed in favor of the Administrative Agent relating to this Security Agreement or those filed in connection with Liens permitted by the Credit Agreement or as to which a duly executed termination statement relating to such financing statement or other instrument has been delivered to the Administrative Agent on the Closing Date.

SECTION 3.4. Possession of Inventory, etc. The Grantor agrees that it will maintain exclusive possession of its goods, instruments, promissory notes and inventory, other than (a) inventory in transit in the ordinary course of business, (b) inventory which is in the

possession or control of a warehouseman, bailee agent or other Person in the ordinary course of business (other than a Person controlled by or under common control with the Grantor) that upon the reasonable request of the Administrative Agent, has been notified of the security interest created in favor of the Secured Parties pursuant to this Security Agreement, and has agreed to hold such inventory subject to the Secured Parties' Lien and waive any Lien held by it against such inventory, and (c) instruments or promissory notes that have been delivered to the Administrative Agent pursuant to Section 3.5.

SECTION 3.5. Negotiable Documents, Instruments and Chattel Paper. The Grantor has delivered to the Administrative Agent possession of all originals of all negotiable documents, instruments, promissory notes and chattel paper that have a principal amount, or value, in excess of \$50,000 and are owned or held by the Grantor on the Closing Date; provided that no more than \$500,000 in principal amount, or value, of the foregoing shall be excluded from the delivery request.

SECTION 3.6. Intellectual Property Collateral. With respect to any Intellectual Property Collateral the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

- (a) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) such Intellectual Property Collateral is valid and enforceable;
- (c) the Grantor has made all necessary filings and recordations to protect its interest in such Intellectual Property Collateral that are registered, issued, or for which applications are pending, including recordations of all of its interests in the Patent Collateral and Trademark Collateral in the United States Patent and Trademark Office and (subject to the terms of the Credit Agreement) in corresponding offices throughout the world, where necessary, and its claims to the Copyright Collateral in the United States Copyright Office and (subject to the terms of the Credit Agreement) in corresponding offices throughout the world, where necessary;
- (d) the Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to the owned Intellectual Property Collateral and no claim has been made that the use of such owned Intellectual Property Collateral does or may violate the asserted rights of any third party; and
- (e) the Grantor has performed and will continue to perform in all material respects all acts and has paid and will continue to pay all required fees and taxes to prosecute and maintain each and every such item of Intellectual Property Collateral in full force and effect throughout the world, as applicable.

The Grantor owns directly or is entitled to use by license or otherwise, all patents, Trademarks, Trade Secrets, copyrights, mask works, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, necessary for the conduct of the Grantor's business, except where the failure to so own or be entitled to use could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.7. Validity, etc. This Security Agreement creates a valid security interest in the Collateral securing the payment of the Obligations. The Grantor has filed or caused to be filed or will promptly file or cause to be filed all Filing Statements in the appropriate offices therefor (or has authenticated and delivered to the Administrative Agent Filing Statements suitable for filing in such offices) or and has taken or will promptly take all of the actions necessary to create perfected and (in the case of Collateral other than the Capital Stock of each Subsidiary pledged hereunder, subject to the Credit Agreement) first-priority security interests in the applicable Collateral to the extent that such security interest can be perfected by a filing under the UCC, in the United States Copyright Office or in the United States Patent and Trademark Office, or in the case of Capital Stock (if certificated) and promissory notes, by delivery to the Administrative Agent.

SECTION 3.8. Authorization, Approval, etc. Except as have been obtained or made and are in full force and effect, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required either

(a) for the grant by the Grantor of the security interest granted hereby, the pledge by the Grantor of any Collateral pursuant hereto or for the execution, delivery and performance of this Security Agreement by the Grantor;

(b) for the perfection of or the exercise by the Administrative Agent of its rights and remedies hereunder; or

(c) for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement, except (i) with respect to any securities issued by a Subsidiary of the Grantor, as may be required in connection with a disposition of such securities by laws affecting the offering and sale of securities generally, the remedies in respect of the Collateral pursuant to this Security Agreement, (ii) any "change of control" or similar filings required by state licensing agencies and (iii) for any filings or notice required to be delivered to a Governmental Authority in connection with governmental Receivables.

ARTICLE IV COVENANTS

The Grantor covenants and agrees that, until the Termination Date, the Grantor will perform, comply with and be bound by the obligations set forth below.

SECTION 4.1. As to Investment Property, etc.

SECTION 4.1.1. Capital Stock of Subsidiaries. The Grantor will not allow any of its Subsidiaries that is

(a) a corporation, business trust, joint stock company or similar Person, to issue uncertificated securities; and

(b) a partnership or limited liability company, to (i) issue Capital Stock that is to be dealt in or traded on securities exchanges or in securities markets, (ii) expressly provide in its Organic Documents that its Capital Stock is a security governed by Article 8 of the UCC, or (iii) place such Subsidiary's Capital Stock in a securities account,

unless, in each case, all actions are taken by the Grantor to grant to the Administrative Agent a perfected first priority security interest in such Collateral.

SECTION 4.1.2. Investment Property (other than Certificated Securities). With respect to any investment property (other than certificated securities) owned by the Grantor, the Grantor will use commercially reasonable efforts to cause a Control Agreement relating to such investment property to be executed and delivered by the Grantor and the applicable financial intermediary in favor of the Administrative Agent; provided that if, after using commercially reasonable efforts, the Grantor shall fail to cause such Control Agreement to be executed and delivered by such financial intermediary, the Grantor shall, upon the request of the Administrative Agent, transfer such investment property to a financial intermediary mutually satisfactory to the Administrative Agent that has agreed to execute and deliver such Control Agreement.

SECTION 4.1.3. Stock Powers, etc. The Grantor agrees that all certificated securities delivered by the Grantor pursuant to this Security Agreement will be accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Administrative Agent.

SECTION 4.1.4. Continuous Pledge. The Grantor will (subject to the terms of the Credit Agreement and this Security Agreement) deliver to the Administrative Agent and at all times keep pledged to the Administrative Agent pursuant hereto, on a first-priority, perfected basis all investment property constituting Collateral, all Dividends and Distributions with respect thereto, all payment intangibles to the extent they are evidenced by a document, instrument, promissory note or chattel paper, and all interest and principal with respect to such payment intangibles, and all proceeds and rights from time to time received by or distributable to the Grantor in respect of any of the foregoing Collateral. The Grantor agrees that it will, promptly following receipt thereof, deliver to the Administrative Agent possession of all originals of negotiable documents, instruments, promissory notes and chattel paper that have a principal amount, or value, in excess of \$50,000 that it acquires following the Closing Date; provided that no more than \$500,000 in principal amount, or value, of the foregoing shall be excluded from the delivery request.

SECTION 4.1.5. Voting Rights; Dividends, etc. The Grantor agrees:

(a) promptly upon receipt of notice of the occurrence and continuance of an Event of Default from the Administrative Agent and upon request therefor by the Administrative Agent (although no such request shall be required if an Event of Default under Section 8.1.9 of the Credit Agreement has occurred and is continuing), so long as such Event of Default shall continue, to deliver (properly endorsed where required hereby or requested by the Administrative Agent) to the Administrative Agent all Dividends and Distributions with respect to investment property, all interest, principal, other cash payments on payment intangibles, and all proceeds of the Collateral, in each case

thereafter received by the Grantor, all of which shall be held by the Administrative Agent as additional Collateral; and

(b) after any Event of Default shall have occurred and be continuing and the Administrative Agent has notified the Grantor of the Administrative Agent's intention to exercise its voting power under this clause,

(i) that the Administrative Agent may exercise (to the exclusion of the Grantor) the voting power and all other incidental rights of ownership with respect to any investment property constituting Collateral and the Grantor hereby grants the Administrative Agent an irrevocable proxy, exercisable under such circumstances, to vote such investment property; and

(ii) to promptly deliver to the Administrative Agent such additional proxies and other documents as may be necessary to allow the Administrative Agent to exercise such voting power.

All Dividends, Distributions, interest, principal, cash payments, payment intangibles and proceeds which may at any time and from time to time be held by the Grantor but which the Grantor is then obligated to deliver to the Administrative Agent pursuant to the terms of this Security Agreement, shall, until delivery to the Administrative Agent, be held by the Grantor separate and apart from its other property in trust for the Administrative Agent. The Administrative Agent agrees that unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given the notice referred to in clause (b), the Grantor will have the exclusive voting power with respect to any investment property constituting Collateral and the Administrative Agent will, upon the written request of the Grantor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by the Grantor which are necessary to allow the Grantor to exercise that voting power; provided that no vote shall be cast, or consent, waiver, or ratification given, or action taken by the Grantor that would impair any such Collateral or be inconsistent with or violate any provision of any Loan Document.

SECTION 4.2. Change of Name, etc. The Grantor will not change its name or place of incorporation or organization or federal taxpayer identification number except upon 30 days' prior written notice to the Administrative Agent. If the Grantor is organized outside of the United States, it will not change its "location" as determined in accordance with Section 9-301 and 9-307 of the UCC and as set forth in Item A of Schedule II hereto except upon 30 days' prior written notice to the Administrative Agent.

SECTION 4.3. As to Receivables.

(a) The Grantor shall have the right to collect all Receivables so long as no Event of Default shall have occurred and be continuing.

(b) Upon (i) the occurrence and continuance of an Event of Default and (ii) the delivery of written notice by the Administrative Agent to the Grantor, all proceeds of Receivables constituting Collateral received by the Grantor shall be delivered in kind to the Administrative Agent for deposit to a deposit account (the "Collateral Account") of

the Grantor maintained with the Administrative Agent, and the Grantor shall not commingle any such proceeds, and shall hold separate and apart from all other property, all such proceeds in express trust for the benefit of the Administrative Agent until delivery thereof is made to the Administrative Agent; provided that any amounts remaining in the Collateral Account which were received and deposited pursuant to this clause (b) are to be returned to the Grantor if such Event of Default is cured or otherwise ceases and there is no longer any Event of Default that is continuing.

(c) Following the delivery of notice pursuant to clause (b)(ii) of this Section and so long as an Event of Default is continuing, the Administrative Agent shall have the right to apply any amount in the Collateral Account to the payment of any Obligations which are due and payable.

(d) With respect to the Collateral Account, it is hereby confirmed and agreed that (i) deposits in each Collateral Account are subject to a security interest as contemplated hereby, (ii) each such Collateral Account shall be under the sole dominion and control of the Administrative Agent and (iii) the Administrative Agent shall have the sole right of withdrawal over such Collateral Account.

SECTION 4.4. As to Collateral.

(a) Subject to clause (b) of this Section, the Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the inventory normally held by the Grantor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Grantor for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Administrative Agent may reasonably request following the occurrence and during the continuance of an Event of Default or, in the absence of such request, as the Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral.

(b) At any time following the occurrence and during the continuance of a an Event of Default, whether before or after the maturity of any of the Obligations, the Administrative Agent may upon written notice to the Grantor, (i) revoke any or all of the rights of the Grantor set forth in clause (a), (ii) notify any parties obligated on any of the Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder and (iii) enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

(c) Upon request of the Administrative Agent following the occurrence and during the continuance of an Event of Default, the Grantor will, at its own expense, notify

any parties obligated on any of the Collateral to make payment to the Administrative Agent of any amounts due or to become due thereunder.

(d) At any time following the occurrence and during the continuation of an Event of Default, the Administrative Agent may endorse, in the name of the Grantor, any item, howsoever received by the Administrative Agent, representing any payment on or other proceeds of any of the Collateral.

SECTION 4.5. As to Intellectual Property Collateral. The Grantor covenants and agrees to comply with the following provisions as such provisions relate to any Intellectual Property Collateral material to the operations or business of the Grantor:

(a) the Grantor will use commercially reasonable efforts to not (i) do or fail to perform any act whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable, (ii) permit any of its licensees to (A) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use, (B) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral, (C) fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration, (D) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral, (E) use any of the Trademark Collateral registered with any federal, state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made or (F) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable, or (iii) do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof, unless, in the case of any of the foregoing requirements in clauses (i), (ii) and (iii), the Grantor shall either (x) reasonably and in good faith determine that any of such Intellectual Property Collateral is of immaterial economic value to the Grantor, or (y) have a valid business purpose to do otherwise;

(b) the Grantor shall promptly notify the Administrative Agent if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(c) in no event will the Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office

or any similar office or agency in any other country or any political subdivision thereof, unless it informs the Administrative Agent within 60 days after such filing, and upon request of the Administrative Agent (subject to the terms of the Credit Agreement), executes and delivers all agreements, instruments and documents as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Intellectual Property Collateral;

(d) the Grantor will use commercially reasonable efforts, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or (subject to the terms of the Credit Agreement) any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, any material Intellectual Property Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a) or (b)); and

(e) the Grantor will promptly (but no less than quarterly) execute and deliver to the Administrative Agent (as applicable) a Patent Security Agreement, Trademark Security Agreement and/or Copyright Security Agreement, as the case may be, in the forms of Exhibit A, Exhibit B and Exhibit C hereto following its obtaining an interest in any such registered, issued or pending Intellectual Property, and shall execute and deliver to the Administrative Agent any other document required to acknowledge or register or perfect the Administrative Agent's interest in any part of such item of Intellectual Property Collateral unless the Grantor shall determine in good faith that any Intellectual Property Collateral is of immaterial economic value to the Grantor.

SECTION 4.6. Further Assurances, etc. The Grantor agrees that, from time to time at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Administrative Agent may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor will

(a) from time to time upon the request of the Administrative Agent, promptly deliver to the Administrative Agent such stock powers, instruments and similar documents, reasonably satisfactory in form and substance to the Administrative Agent, with respect to such Collateral as the Administrative Agent may reasonably request and will, from time to time upon the request of the Administrative Agent after the occurrence and during the continuance of any Event of Default promptly transfer any securities constituting Collateral into the name of any nominee designated by the Administrative Agent; if any Collateral shall be evidenced by an instrument, negotiable document, promissory note or chattel paper, deliver and pledge to the Administrative Agent hereunder such instrument, negotiable document, promissory note or chattel paper duly

endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Administrative Agent;

(b) file (or cause to be filed) such Filing Statements or continuation statements, or amendments thereto, and such other instruments or notices (including any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or that the Administrative Agent may reasonably request in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Administrative Agent hereby;

(c) deliver to the Administrative Agent and at all times keep pledged to the Administrative Agent pursuant hereto, on a first-priority, perfected basis, at the reasonable request of the Administrative Agent, all investment property constituting Collateral, all Dividends and Distributions with respect thereto, and all interest and principal with respect to promissory notes, and all proceeds and rights from time to time received by or distributable to the Grantor in respect of any of the foregoing Collateral;

(d) except as otherwise provided by the Credit Agreement or this Security Agreement, not take or omit to take any action the taking or the omission of which would result in any impairment or alteration of any obligation of the maker of any payment intangible or other instrument constituting Collateral;

(e) furnish to the Administrative Agent, from time to time at the Administrative Agent's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail;

(f) after the occurrence and during the continuance of an Event of Default, do all things reasonably requested by the Administrative Agent in order to enable the Administrative Agent to have control (as such term is defined in Article 8 and Article 9 of any applicable Uniform Commercial Code relevant to the creation, perfection or priority of Collateral consisting of deposit accounts, investment property, electronic chattel paper and letter of credit rights) over any Collateral; and

(g) notify the Administrative Agent if the Grantor reasonably believes it is entitled to recover a commercial tort claim the value of which is in excess of \$2,500,000 and the Grantor take all such action reasonably requested by the Administrative Agent to grant to the Administrative Agent and perfect a security interest in such commercial tort claim.

With respect to the foregoing and the grant of the security interest hereunder, the Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral. The Grantor agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing

statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

ARTICLE V
THE ADMINISTRATIVE AGENT

SECTION 5.1. Administrative Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Administrative Agent's discretion, following the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Administrative Agent with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Grantor hereunder.

The Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 5.2. Administrative Agent May Perform. If the Grantor fails to perform any agreement contained herein within five Business Days after written notice from the Administrative Agent, the Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 11.3 of the Credit Agreement.

SECTION 5.3. Administrative Agent Has No Duty. The powers conferred on the Administrative Agent hereunder are solely to protect its interest (on behalf of the Secured Parties) in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Collateral or responsibility for

(a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any investment property, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or

(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 5.4. Reasonable Care. The Administrative Agent shall exercise reasonable care in the custody and preservation of all of the Collateral in its possession.

ARTICLE VI REMEDIES

SECTION 6.1. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may

(i) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the Collateral as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties, and

(ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days prior notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied by the Administrative Agent against, all or any part of the Obligations as follows:

(i) first, to the payment of all Obligations owing to the Administrative Agent, in its capacity as the Administrative Agent, including fees and expenses of counsel to the Administrative Agent;

(ii) second, to the equal and ratable payment of Obligations. in accordance with each Secured Party's Obligations owing to it under or pursuant to the Credit Agreement or any other Loan Document. applied

(A) first to fees and expense reimbursements then due to such Secured Party,

(B) second to interest due to such Secured Party,

(C) third to pay or prepay principal of the Loans owing to such Secured Party or to reduce the credit exposure of such Secured Party under such Rate Protection Agreement, as the case may be, and

(D) fourth to pay the remaining outstanding Obligations and Cash Collateralize all Letter of Credit Outstandings;

(iii) third, without duplication of any amounts paid pursuant to clause (b)(ii) above, to the Indemnified Parties to the extent of any amounts owing pursuant to Section 11.4 of the Credit Agreement; and

(iv) fourth, paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

For purposes of this Security Agreement, the "credit exposure" at any time of any Secured Party with respect to a Rate Protection Agreement to which such Secured Party is a party shall be determined at such time in accordance with the customary methods of calculating credit exposure under similar arrangements by the counterparty to such arrangements, taking into account potential interest rate movements and the respective termination provisions and notional principal amount and term of such Rate Protection Agreement.

(c) The Administrative Agent may

(i) transfer all or any part of the Collateral into the name of the Administrative Agent or its nominee, with or without disclosing that such Collateral is subject to the Lien hereunder,

(ii) notify the parties obligated on any of the Collateral to make payment to the Administrative Agent of any amount due or to become due thereunder,

(iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto,

(iv) endorse any checks, drafts, or other writings in the Grantor's name to allow collection of the Collateral,

- (v) take control of any proceeds of the Collateral, and
- (vi) execute (in the name, place and stead of the Grantor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

SECTION 6.2. Securities Laws. If the Administrative Agent shall determine to exercise its right to sell all or any of the Collateral pursuant to Section 6.1, the Grantor agrees that, upon request of the Administrative Agent, the Grantor will, at its own expense:

(a) execute and deliver, and cause (or, with respect to any issuer which is not a Subsidiary of the Grantor, use its best efforts to cause) each issuer of the Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Administrative Agent, advisable to register such Collateral under the provisions of the Securities Act of 1933, as from time to time amended (the "Securities Act"), and cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the reasonable opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto;

(b) use its best efforts to exempt the Collateral under the state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of the Collateral, as requested by the Administrative Agent;

(c) cause (or, with respect to any issuer which is not a Subsidiary of the Grantor, use its best efforts to cause) each such issuer to make available to its security holders, as soon as practicable, an earnings statement that will satisfy the provisions of Section 11(a) of the Securities Act; and

(d) do or cause to be done all such other acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

SECTION 6.3. Compliance with Restrictions. The Grantor agrees that in any sale of any of the Collateral whenever an Event of Default shall have occurred and be continuing, the Administrative Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any Governmental Authority or official, and the Grantor further agrees that such compliance shall not result in such sale being

considered or deemed not to have been made in a commercially reasonable manner, nor shall the Administrative Agent be liable nor accountable to the Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

SECTION 6.4. Protection of Collateral. The Administrative Agent may from time to time, at its option, perform any act which the Grantor fails to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuance of a Default of the type described in Section 8.1.9 of the Credit Agreement) and the Administrative Agent may from time to time take any other action which the Administrative Agent reasonably deems necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.1. Loan Document. This Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7.2. Binding on Successors, Transferees and Assigns; Assignment. This Security Agreement shall remain in full force and effect until the Termination Date has occurred, shall be binding upon the Grantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by each Secured Party and its successors, transferees and assigns; provided that the Grantor may not (unless otherwise permitted under the terms of the Credit Agreement) assign any of its obligations hereunder without the prior written consent of all Lenders.

SECTION 7.3. Amendments, etc. No amendment to or waiver of any provision of this Security Agreement, nor consent to any departure by the Grantor from its obligations under this Security Agreement, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent (on behalf of the Lenders or the Required Lenders, as the case may be, pursuant to Section 11.1 of the Credit Agreement) and the Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.4. Notices. All notices and other communications provided for hereunder shall be in writing or by facsimile and addressed, delivered or transmitted to the appropriate party at the address or facsimile number of such party specified in the Credit Agreement or at such other address or facsimile number as may be designated by such party in a notice to the other party. Any notice or other communication, if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received; any such notice or other communication, if transmitted by facsimile, shall be deemed given when transmitted and electronically confirmed.

SECTION 7.5. Release of Liens. Upon (a) the Disposition of Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Collateral (in the case of clause (a)) or (ii) all Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 7.6. No Waiver; Remedies. In addition to, and not in limitation of Section 2.4, no failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 7.7. Headings. The various headings of this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provisions thereof.

SECTION 7.8. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7.9. Governing Law, Entire Agreement, etc. **THIS SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.** This Security Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.


SECTION 7.10. Counterparts. This Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7.11. Foreign Pledge Agreements. Without limiting any of the rights, remedies, privileges or benefits provided hereunder to the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, the Grantor and the Administrative Agent hereby agree that the terms and provisions of this Security Agreement in respect of any

Collateral subject to the pledge or other Lien of a Foreign Pledge Agreement are, and shall be deemed to be, supplemental and in addition to the rights, remedies, privileges and benefits provided to the Administrative Agent and the other Secured Parties under such Foreign Pledge Agreement and under applicable law to the extent consistent with applicable law; provided that in the event that the terms of this Security Agreement conflict or are inconsistent with the applicable Foreign Pledge Agreement or applicable law governing such Foreign Pledge Agreement, (i) to the extent that the provisions of such Foreign Pledge Agreement or applicable foreign law are, under applicable foreign law, necessary for the creation, perfection or priority of the security interests in the Collateral subject to such Foreign Pledge Agreement, the terms of such Foreign Pledge Agreement or such applicable law shall be controlling and (ii) otherwise, the terms hereof shall be controlling.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

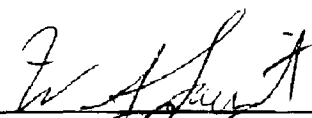
ASSOCIATED MATERIALS INCORPORATED

By: 
Title: CFO & VICE PRESIDENT

17061660

TRADEMARK
REEL: 002522 FRAME: 0340

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Title: _____

Wilfred V. Saint
Associate Director
Banking Products
Services, US

By: 
Title: _____

Thomas R. Salzano
Director
Banking Products Services, US

17061660

SCHEDULE I
to Borrower Security and Pledge Agreement

Common Stock

<u>Issuer (corporate)</u>	<u>Cert. #</u>	<u># of Shares</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>	<u>% of Shares Pledged</u>
AMI Management Company	001	1000	1000	1000	100
AmerCord Inc.	003	9.9	60,000	100	9.9
Alside, Inc.	1	100	1000	100	100

Limited Liability Company Interests

<u>Issuer (limited liability company)</u>	<u>% of Limited Liability Company Interests Pledged</u>	<u>Type of Limited Liability Company Interests Pledged</u>
NONE		

Partnership Interests

<u>Issuer (partnership)</u>	<u>% of Partnership Interests Owned</u>	<u>% of Partnership Interests Pledged</u>
NONE		



Organized under the laws of the State of Delaware

AMI Management Company
(a Delaware Business Trust)
Common Shares

Authorized Shares of Beneficial Interest - 1,000 Common Shares - Par Value of \$1.00 Per Share

This Certificate

represents that **One Thousand** Associated Materials, Incorporated

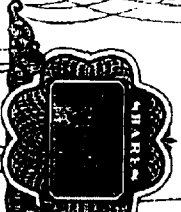
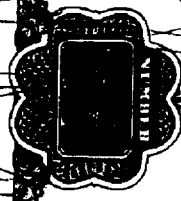
of the fully paid and non-assessable Common Shares of AMI Management Company

transferable only on the books of the Trust by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. In Witness Whereof, the said Trust has caused

this Certificate to be signed by its duly authorized officers and its Trust Seal to be hereunto affixed.

this _____ day of _____

A. D. 19__ 98



CORPORATION PACKAGE COMPANY
Dallas, Texas 75207

For value received _____ *hereby sell, assign and transfer unto*

_____ *shares*
of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint
_____ *Attorney*
to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.
Dated _____
In presence of _____

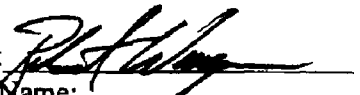
NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO (1) A REGISTRATION STATEMENT WITH RESPECT TO SUCH SHARES THAT IS EFFECTIVE UNDER SUCH ACT OR (2) AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT RELATING TO THE DISPOSITION OF SECURITIES.

FOR VALUE RECEIVED, the undersigned hereby transfers and assigns to _____, one thousand (1,000) shares of common stock of AMI Management Company, a Delaware business trust (the "Company"), owned by the undersigned and represented by Certificate No.001, and does hereby irrevocably constitute any officer of the Company with full power of substitution, to transfer said stock on the books of the Company.

DATE: _____, _____

ASSOCIATED MATERIALS INCORPORATED

By: 
Name:
Title:



Organized under the laws of the State of Delaware

AMERCORD INC.
Common Stock

Authorized Shares: 60,000

No Par Value

That _____ is the registered holder of _____ Nine and Nine Tenths (9.9) _____ Shares of Common Stock, no par value.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

this _____ 18th _____ day of _____ November _____ 1999

Robert L. WINGPEAR,

Secretary

William V. WINGPEAR, **President** Chairman

CORPORATION PACKAGE COMPANY
Dallas, Texas 75207

For value received _____ *herby sell, assign and transfer into*

_____ *shares*
of the capital stock represented by the within certificate, and do hereby irrevocably constitute and appoint
_____ *Attorney*
to transfer the said stock on the books of the within named corporation with full power of substitution in the premises
Dated _____
In presence of _____

NOTICE: THE SIGNATURE OF THIS ASSIGNEE MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

THE SECURITIES REPRESENTED BY THE CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER AND VOTING RESTRICTIONS PURSUANT TO A STOCKHOLDER'S AGREEMENT AND AN OPTION AGREEMENT, EACH DATED NOVEMBER 18, 1999, AMONG THE ISSUERS OF SUCH SECURITIES (THE "COMPANY") AND COMPANY'S STOCKHOLDERS. A COPY OF SUCH AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. WITHOUT SUCH REGISTRATION, NO TRANSFER OF THESE SECURITIES OR ANY INTEREST THEREIN MAY BE MADE UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER DOES NOT REQUIRE SUCH REGISTRATION.

FOR VALUE RECEIVED, the undersigned hereby transfers and assigns to

_____, nine and nine tenths (9.9) shares of common stock of
AmerCord Inc., a Delaware corporation (the "Company"), owned by the undersigned and
represented by Certificate No.003, and does hereby irrevocably constitute any officer of
the Company with full power of substitution, to transfer said stock on the books of the
Company.

DATE: _____, _____

ASSOCIATED MATERIALS INCORPORATED

By: 
Name:
Title:



ASSOCIATED MATERIALS INCORPORATED

This Certificate that

****ONE HUNDRED****

non-assessable Shares of the above Corporation transferred only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

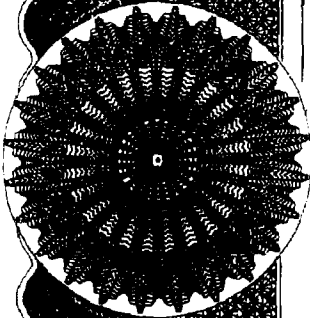
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation.

Dated MAY 10, 2002

By _____

is the owner of

fully paid and



The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations. Additional abbreviations may also be used though not in the list.

- TEN COM — as tenants in common
- TEN ENT — as tenants by the entireties
- JT TEN — as joint tenants with right of survivorship
- and not as tenants in common

For value received, the undersigned hereby sells, assigns and transfers unto

Shares _____

represented by the within Certificate, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the said shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated, _____ In presence of _____

NOTICE: The signature to this assignment must be made by the assignor in person, or by a duly authorized agent, and the assignor must be present at the time of the assignment, or any change whatsoever.

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

FOR VALUE RECEIVED, the undersigned hereby transfers and assigns to

_____, One Hundred (100) shares of common stock of Alside,
Inc., a Delaware corporation (the "Company"), owned by the undersigned and
represented by Certificate No.1, and does hereby irrevocably constitute any officer of the
Company with full power of substitution, to transfer said stock on the books of the
Company.

DATE: _____

Associated Materials Incorporated

By: 

Name: Michael J. Caporale, Jr.

Title: President, Chief Executive Officer

SCHEDULE II
to Borrower Security and Pledge Agreement

Item A. Location of the Grantor:

Associated Materials Incorporated
2200 Ross Avenue, Suite 4100 East
Dallas, TX 75201

Item B. Filing locations prior to July 1, 2001

Jurisdiction
Alabama - SOS
Alabama - Jefferson County
Arkansas - SOS
Arkansas - Union County
Arizona - SOS
Arizona - Maricopa County
California - SOS
California - Sacramento County
Colorado - SOS
Colorado - Denver County
Colorado - El Paso County
Colorado - Mesa County
Connecticut - SOS
Connecticut - Hartford County
Delaware - SOS
Florida - SOS
Florida - Orange County

Jurisdiction
Georgia - Cobb County
Georgia - Fayette County
Iowa - SOS
Iowa - Linn County
Idaho - SOS
Idaho - Ada County
Illinois - SOS
Illinois - Cook County
Illinois - Du Page County
Illinois - Kane County
Illinois - Rock Island County
Illinois - Tazewell County
Indiana - SOS
Indiana - Marion County
Indiana - Pike County
Kentucky - SOS
Kentucky - Jefferson County

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Jurisdiction
Louisiana – Jefferson Parish
Massachusetts – SOS
Massachusetts – Middlesex County
Massachusetts – Norfolk County
Massachusetts – Randolph County
Massachusetts – Wilmington County
Maryland – SOS
Maryland – Anne Arundel Co.
Maryland – Baltimore County
Maryland – Prince Georges County
Maine – SOS
Maine – Cumberland County
Michigan – SOS
Michigan – Oakland County
Michigan – Wayne County
Minnesota – SOS
Minnesota – Hennepin County
Minnesota – Ramsey County
Missouri – SOS
Missouri – Clay County
Missouri – Greene County
Missouri – Jackson County
Missouri – St. Louis County
Montana – SOS
Montana – Yellowstone County

Jurisdiction
New Hampshire – SOS
New Hampshire – Hillsborough County
North Carolina – SOS
North Carolina – Guilford County
North Carolina – Lenoir County
North Carolina – Mecklenburg County
North Carolina – New Hanover County
North Carolina – Randolph County
North Carolina – Wake County
New Jersey – SOS
New Jersey – Passaic County
New York – SOS
New York – Albany County
New York – Erie County
New York – Monroe County
New York – Nassau County
New York – Niagara County
New York – Onondaga County
Ohio – SOS
Ohio – Cuyahoga County
Ohio – Franklin County
Ohio – Hamilton County
Ohio – Montgomery County
Ohio – Stark County
Ohio – Summit County

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Jurisdiction
Ohio - Wayne County
Ohio - Lake County
Oregon - SOS
Oregon - Clackamas County
Oregon - Multnomah County
Oregon - Washington County
Pennsylvania - SOS
Pennsylvania - Allegheny County
Pennsylvania - Bucks County
Pennsylvania - Butler County
Pennsylvania - Dauphin County
Pennsylvania - Lancaster County
Pennsylvania - Lehigh County
Pennsylvania - Montgomery County
Pennsylvania - Washington County
Rhode Island - SOS
Rhode Island - Pawtucket
South Dakota - SOS
South Dakota - Pennington County
Tennessee - SOS
Tennessee - Davidson County
Tennessee - Knox County
Tennessee - Shelby County
Texas - SOS
Texas - Brazoria County

Jurisdiction
Texas - Dallas County
Texas - Ellis County
Texas - Harris County
Texas - Lubbock County
Texas - Tarrant County
Utah - SOS
Utah - Carbon County
Utah - Salt Lake County
Utah - Utah County
Utah - Washington County
Utah - Weber County
Virginia - SOS
Virginia - Fairfax County
Virginia - Frederick County
Virginia - Norfolk County
Virginia - Tazewell County
Washington - SOS
Washington - King County
Washington - Snohomish County
Washington - Spokane County
Wisconsin - SOS
Wisconsin - Dane County
Wisconsin - Waukesha County
West Virginia - SOS
West Virginia - Kanawha County

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Jurisdiction
Wyoming - SOS
Wyoming - Natrona County
Wyoming - Sweetwater County

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Item C. Trade names.

Alpine
Alpine Industries, Inc.
Alpine Windows
Alside
Alside Builders Service Company
Alside Inc.
Alside Installation Services
Alside Supply Center
Alside Window
Alside Window Company
Alside Window Company Central
Alside Window Company Midwest
Alside Window Company Northwest
Alside Window Company Southeast
AmerCable
AMI Management Company
Ennis Extruded Products Company
Freeport Vinyl Technologies Company
Guardall Building Materials Company, Inc.
Offshore Marine Cable Specialists
Premium Building Products Company
Premium Garage Door Company
Premium Window Company
UltraGuard

Item D. Merger or other corporate reorganization.

NONE

Item E. Taxpayer ID numbers.

75-1872487

Item F. Government Contracts:

NONE

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Item A. Patents (Based on searches conducted on 4/9/02)

ISSUED PATENTS

<u>Associated Materials, Inc.</u>				
U.S. Pat. No.	Title	Inventor(s)	Issue Date	Notes
5,899,239	Tubular Fencing Components Formed from Plastic sheet material	Coulis	05/04/99	
5,878,543	Interlocking side panel	Mowery	03/09/99	
5,775,042	Siding panel with interlocking projection	Mowery et al.	07/07/98	
5,759,660	Plastic covered articles for railings and a method of making the same	Coulis	06/02/98	
5,704,188	Post structure	Coulis	01/06/98	
5,661,939	Interlocking panel and method of making the same	Coulis et al.	09/02/97	
5,445,208	Vinyl door panel section	Shaner et al.	08/29/95	
5,421,556	Modular fencing components	Dodge et al.	06/06/95	
6,050,041	Splicing Member for Siding Panels	Mowery	04/18/00	
6,311,955	Fencing system with Partial Wrap Components and Tongue	McGarry et al.	11/06/01	

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Exhibit A

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	and Groove Board Substitute			
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PENDING PATENT APPLICATIONS

<u>Associated Materials, Inc.</u>			
U.S. App. No.	Filing Date	Title	Status
09/298,823	4/26/99	Fencing System with Partial Wrap Components and Tongue and Groove Board Substitute	Allowed, issue fee paid 07/17/01
09/321,739	5/28/99	Interlocking Panel with Channel Nailing Head	Final Office Action response due 10/02/01 – request for instructions outstanding
09/496,496	2/2/00	Splicing Member for Siding Panels	Final Office Action response due 10/29/01
09/497,545	2/3/00	Clip for Siding Panels	Final Office Action response due 11/11/01

ISSUED PATENTS THAT HAVE EXPIRED WITHIN PAST 6 YEARS

<u>Associated Materials, Inc.</u>		
U.S. Pat. No.	Issue Date	Notes
4,320,613	03/23/82	-Grant of Security Interest from Associated Materials, Inc. to Associates Commercial Corp., 150 North Michigan Ave, Chicago, IL 60606 (Recorded 10/12/84; Reel/Frame 004321/0726) -Grant of security Interest from entity known as Wilen Products, Inc. to Bankers Trust 7/5/2001. Appears to be improperly recorded chain of title problem.
6,050,041	06/24/80	Splicing member for securing horizontally adjacent wallsiding panels.
4,209,049	06/24/80	Traction grip for tyre

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TRADEMARK
REEL: 002522 FRAME: 0358

Item A. Trademarks (Based on searches conducted on or about 03/21/02)

<u>Ownership (PTO database) Listed As: Associated Materials, Inc. d/b/a Alside, Inc.</u>				
PRESERVATION	SN: 76/219,994	Filed 3/6/01	Pending Class 19	
ECLIPSE- FLATSEAM VINYL SIDING	SN: 76/238,084	Filed 4/10/01	Pending Class 19	
PRESERVATION - PRESERVING THE CHARACTER OF YOUR HOME	SN: 76/235,418	Filed 4/4/01	Pending Class 19	
ULTRABEAM	SN: 76/261,918	Filed 5/25/01	Pending Class 19	
CLIMASHIELD	SN: 76/261,919	Filed 5/25/01	Pending Class 17	
ECLIPSE	SN: 76/205,933	Filed 2/7/01	Pending Class 19	
EXCALIBUR	Reg. 2,189,267	9/15/98	Registered Class 19	
THE CENTURY SERIES	Reg. 1,494,265	6/28/88	Registered Class 6	
WESTWOOD	Reg. 1,549,811	8/1/89	Registered Class 6	
GREENBRIAR III	Reg. 1,525,701	2/21/89	Registered Class 19	
XPE	Reg. 1,556,851	9/19/89	Registered Class 19	
HISTORICAL SERIES	Reg. 1,552,496	8/22/89	Registered Class 6	

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WILLIAMSPORT	Reg. 1,656,826	9/10/91	Registered Class 19	
ULTRAMAXX	Reg. 1,699,824	7/7/92	Registered Class 19	
SADDLEWOOD SUPREME	Reg. 1,704,109	7/28/92	Registered Class 6	
CYPRESS CREEK	Reg. 1,802,741	11/2/93	Registered Class	
ULTRAGUARD	Reg. 1,803,751	11/9/93	Registered Class 19	
ALPHA	Reg. 1,829,854	4/5/94	Registered Class 19	
THE ULTIMATE FENCE	Reg. 1,914,954	8/29/95	Registered Class 19	
GREENBRIAR IV	Reg. 1,945,878	1/2/96	Registered Class 19	
HAMPSHIRE DUTCH LAP	Reg. 1,521,836	1/24/89	Registered Class 19	
ALSIDE	Reg. 1,361,396	9/24/85	Registered Class 6	
BLAIR-CUT 2000	Reg. 1,362,889	10/1/85	Registered Class 6	
ALSIDE (STYLIZED)	Reg. 1,362,890	10/1/85	Registered Class 6	
FIRST ON AMERICA'S HOMES	Reg. 1,361,397	9/24/85	Registered Class 6	
LIFEWALL	Reg. 1,715, 783	9/15/92	Registered Class 19	
SUPER STEEL SIDING	Reg. 1,698,757	7/7/92	Registered Class 6	

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TRADEMARK
REEL: 002522 FRAME: 0360

NOVA IV	Reg. 1,523,504	2/7/89	Registered Class 19	
SATINWOOD*	Reg. 1,376,459	12/17/85	Registered Class 6	
POLYMER P- 5000	Reg. 1,373,253	12/3/85	Registered Class 2	
FIRST ON AMERICAS'S HOMES	Reg. 1,372,534	11/26/85	Registered Class 17 and 19	
VYNASOL	Reg. 1,375,459	12/17/85	Registered Class 6	
ALSIDE	Reg. 1,374,768	12/10/85	Registered Class 17	
AIR-CUSHION	Reg. 878,491	10/14/69	Registered Class 17	
ALSIDE (STYLIZED)	Reg. 1,366,665	10/22/85	Registered Class 17 & 19	
MARQUIS	Reg. 1,383,012	2/18/86	Registered Class 6	
LIMITED EDITION SERIES (STYLIZED)	Reg. 1,383,959	2/25/86	Registered Class 6	
CENTURION	Reg. 1,383,011	2/18/86	Registered Class 6	
ODYSSEY	Reg. 1,415,900	11/4/86	Registered Class 19	
CONQUEST	Reg. 2,126,899	1/6/98	Registered Class 19	
CLIMATECH	Reg. 2,420,765	1/16/01	Registered Class 19	
<u>Ownership (PTO database) Listed As: Associated Materials, Inc. ("AMI")</u>				

* Supplemental Register 420134-1

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OMNI WINDOWS & Design	Reg. 1,305,040	11/13/84	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246).
THE ENDURA SUPREME SERIES	Reg. 1,267,968	2/2/84	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
ALSIDE (STYLIZED)	Reg. 1,326,551	3/26/85	Registered Class 6	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
ALSIDE (STYLIZED)	Reg. 1,326,987	3/26/85	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
GUARD-ALL	Reg. 1,267,139	2/14/84	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
OMNI	Reg. 1,290,081	8/14/84	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
AMERICUT	Reg. 1,298,386	10/2/84	Registered Class 6	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
ELEGANCE IV	Reg. 1,300,571	10/16/84	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
EXCALIBUR	Reg. 1,301,211	10/23/84	Registered Class 6	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
GUARD-ALL	Reg. 1,304,689	11/13/84	Registered Class 6	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)

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TRADEMARK
REEL: 002522 FRAME: 0362

STEEL-KING	Reg. 873,696	7/29/69	Registered Class 6	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
WEATHER- GRAIN (STYLIZED)	Reg. 968,479	9/18/73	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
SAW-KERF	Reg. 973,218	11/20/73	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
THE DESIGNER'S SELECTION	Reg. 1,242,108	6/14/83	Registered Class 19	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
SUPER-PVC (STYLIZED)	Reg. 827,371	4/11/67	Registered Class 12	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
FORMULA PC PROTECTIVE COATING	Reg. 827,752	4/25/67	Registered Class 12	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
RIGID-STONE (STYLIZED)	Reg. 824,306	2/21/67	Registered Class 12	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
ALSIDE (STYLIZED)	Reg. 507,692	3/15/49	Registered Class 12	*Grant of Security Interest from AMI to Associates Commercial Corp. (Recorded 10/12/84; Reel/Frame 0483/0246)
<u>Ownership (PTO Database) Listed As: Associated Materials, Inc.; however, Company lists ownership as "Americable"</u>				
TIGER	Reg. 2,412,368	12/12/00	Registered Class 6	
GEXOL	Ser. 76/147,065	10/13/00	Pending Class 9, 17	

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TRADEMARK
REEL: 002522 FRAME: 0363

FOREIGN FILED TRADEMARKS				
Mark*	Serial/Reg. #	Filing/Reg. Date	Status	Notes
ALSIDE-Canada	Reg. 111,282	8/22/88	Registered	
ALSIDE-Australia	Reg. 708,426	5/13/96	Registered	
ALSIDE-Poland	Serial # Z-163657	4/21/00	Registered Class 19	

<u>ADDITIONAL TRADEMARKS</u>				
<u>Ownership (PTO database) Listed As: Associated Materials, Inc. d/b/a Alside, Inc.</u>				
Mark*	Serial/Reg. #	Filing/Reg. Date	Status	Notes
THE BEST CHOICE FOR YOUR HOME	Reg. 1,922,036	09/26/95	Reg. Class 19	
COLORCONNE CT	78/111,492	02/27/02	Reg. Class 42	
FAIRFIELD	78/108,324	02/12/02	Reg. Cl. 19	
THE ARCHITECTURAL COLOR COLLECTION	78/099,211	12/19/01	Reg. Cl. 19	
REVOLUTION BY ALSIDE	78/094,312	11/20/01	Reg. Cl. 19	
REVOLUTION	78/094,307	11/20/01	Reg. Cl. 19	
THE NATURE OF SIDING	78/092,136	11/07/01	Pending, Intent to Use, Class 19	

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EVERDOOR	78/089,994	10/24/01	Reg. Cl. 19	
BROOKWOOD	1,457,169	09/15/87	Reg. Cl. 6	
<u>Ownership (PTO Database) Listed As: Associated Materials, Inc.</u>				
PREMIUM POLY SHUTTERS	1,175,172	10/27/81	Reg. Cl. 19	*Grant of Security Interest from AMI to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
WINDBREAK ER	1,184,432	01/05/82	Reg. Cl. 6	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
SUPER STEEL SIDING	915,290	06/15/71	Reg. Cl. 6	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
CAPE COD 5	820,917	12/20/66	Reg. Cl. 6	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ALSIDE ELECTROLO N SUPER ELECTROSTA TIC FINISH	815,722	09/27/66	Reg. Cl. 2	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
BUILDERS ALUMINUM SIDING	726,365	01/09/62	Reg. Cl. 19	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
STRATA- FOAM	911,714	05/25/71	Reg. Cl. 17	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
WOOD-TONE	799,375	11/30/65	Reg. Cl. 19	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)

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TRADEMARK
REEL: 002522 FRAME: 0365

TUFF-SIDE	743,230	01/08/63	Reg. Cl. 6	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
GARD-IT	757,584	10/01/63	Reg. Cl. 19	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
SELECT A COLOR	791,654	06/29/65	Reg. Cl. 6	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ELECTROLO N	823,575	02/07/67	Reg. Cl. 2	*Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)

TRADEMARKS RENDERED ABANDONED, CANCELLED OR EXPIRED

Owner (PTO Database) Listed As: Associated Materials, Inc. d/b/a Alside, Inc.

HISTORICAL COLLECTIO N	1,887,912	Filed 04/04/95	-Cancelled 04/13/02
STERLING	74/493,556	Filed 2/23/94	-Abandoned after Inter-Partes Decision (10/11/96)
HISTORICAL SERIES	74/411,193	Filed 07/12/93	-Abandoned – (ITU) Failure to Respond (09/13/94)
ODYSSEY	74/379,400	Filed 04/16/93	-Cancelled – Section 8 (Recorded 01/07/01; Cancellation in OG 02/20/01)
AMEREX	73/694,189	Filed 11/09/87	-Abandoned – After Inter Partes Decision (08/10/89)

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**TRADEMARK
REEL: 002522 FRAME: 0366**

PREMIUM RIGID BRICK	1,413,390	Reg. 10/14/86	-Cancelled – Section 8 (recorded 04/19/93; OG 06/01/93)
PREMIUM RIGID STONE	1,413,391	Reg. 10/14/86	-Cancelled – Section (recorded 04/19/93; OG 06/01/93)
PREMIUM RIGID SHAKE	1,413,392	Reg. 10/14/86	-Cancelled – section 8 (recorded 04/19/93; OG 06/01/93)
HISTORICAL	1,473,170	Reg. 01/19/88	-Cancelled – Section 8 (recorded 07/25/94; OG 09/06/94)
HARBOR POINTE	1,500,548	Reg. 08/16/88	-Cancelled – Section 8 (recorded 02/20/95; OG 04/04/95)
COUNTRY ESTATE	1,531,984	Reg. 03/28/89	-Cancelled – Section 8 (recorded 10/02/95; OG 11/14/95)
CARRIAGE PATH	1,500,549	Reg. 08/16/88	-Cancelled – Section 8 (recorded 02/20/95; OG 04/04/95)
DESIGNERS' CHOICE	1,540,113	Reg. 05/23/89	-Cancelled – Section 8 (recorded 11/27/95; OG cancellation 01/09/96)
AMI	1,582,219	Reg. 02/13/90	-Cancelled – Section 8 (cancellation recorded 08/20/96; cancellation in OG 10/01/96)
EXCALIBUR	1,565,956	Reg. 11/14/89	-Cancelled –Section 8 (recorded 05/20/96; cancellation in OG07/02/96)
PRO 900	1,649,492	Reg. 07/02/91	-Cancelled – Section 8 (cancellation recorded 01/06/98; cancellation in OG 02/17/98)
LIFEWALL	1,316,981	Reg. 01/29/85	-Cancelled – Section 8 (cancellation recorded 05/29/92; cancellation in OG 07/07/92)
<u>Owner (PTO Database) Listed As: Associated Materials, Inc.</u>			
BRIAR-CUT SUPREME	1,149,591	03/31/81	-Cancelled 04/06/02 *Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)

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Exhibit A

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**TRADEMARK
REEL: 002522 FRAME: 0367**

SUPER RIGID SHAKE	1,030,333	Reg. 01/13/76	-Expired - 10/21/96 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
STRATACIT E	888,536	Reg. 03/31/70	-Expired - 11/04/92 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
STRATA-WAL	988,729	Reg. 07/23/74	-Expired - 05/01/95 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
LIFEWALL	603,195	Reg. 03/15/55	-Expired - 12/18/95 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
BRIAR-CUT	893,120	Reg. 06/23/70	-Expired 07/06/01 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
INTERNATIONAL DESIGNS BY ALSIDE	889,603	Reg. 04/21/70	-Expired 11/04/92 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
RIVET-SEAL	902,481	Reg. 11/17/70	-Expired 11/04/92 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
LUSTRE-TONE	1,025,089	Reg. 11/18/75	-Expired 08/26/96 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)

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Exhibit A

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TRADEMARK
REEL: 002522 FRAME: 0368

VYNASOL SATINWOOD D	902,470	Reg. 11/17/70	-Expired (11/04/92) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
SUPER RIGID- BRICK	976,213	Reg. 01/08/74	-Expired 02/23/95 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
SUPER RIGIDIZED	969,851	Reg. 10/02/73	-Expired (Supp. Reg.) 07/11/94 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ALUMA KING	602,619	Reg. 03/01/55	-Expired 12/04/95 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ULTRA WEATHER GRAIN	1,085,875	Reg. 02/21/78	-Expired 11/30/98 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
VYNA-KLAD	1,078,749	Reg. 12/06/77	-Expired 09/14/98 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ULTRALUM	1,078,433	Reg. 11/29/77	-Expired (09/01/98) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
STRATA- SASH	1,095,996	Reg. 07/11/78	-Expired (04/19/99) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)

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Exhibit A

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TRADEMARK
REEL: 002522 FRAME: 0369

ALPHA	1,095,997	Reg. 07/11/78	-Expired (04/19/99) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
COMMODORE	1,095,998	Reg. 07/11/78	-Expired 04/19/99 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
POLY II	1,118,802	Reg. 05/22/79	-Expired (12/15/00) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ULTRA DEEP GRAIN	1,119,509	Reg. 06/05/79	-Expired 07/03/00 Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
ULTRA-GUARD	1,134,442	Reg. 05/06/80	-Cancelled – Section 8 (recorded 05/12/01; OG 06/26/01) Grant of Security Interest from AMI (alone) to Associated Commercial Corp. (recorded 10/12/84; Reel/Frame 0483/0246)
<u>Owner (PTO Database) Listed As: Associated Materials, Inc. d/b/a Amercable</u>			
AMERGUIDE	74/527,133	Filed 05/09/94	-Abandoned – Failure to Respond (07/07/95)
AMEREX	73/611,688	Filed 07/28/86	-Abandoned – Failure to Respond (05/15/87)
<u>Owner (PTO Database) Listed As: Alpine Industries, Inc.</u>			
(AMI acquired substantially all of the assets of Alpine Industries, Inc. on or about October, 2000)			
Note: All of the IP owned by Alpine Industries, Inc. has been assigned to other entities, except for the few below (which are abandoned).			
ALPINE SOUND	74/193,616	Filed 08/12/91	-Abandoned – Failure to Respond (10/01/92)

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Exhibit A

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SHIELD			
SNOW-FIGHTER	73/396,268	Filed 09/30/82	-Abandoned - Failure to Respond (01/18/84)

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Exhibit A

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TRADEMARK
REEL: 002522 FRAME: 0371

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

NONE

Copyright/Mask Work Pending Registration Applications

NONE

17061660

Exhibit A
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of _____, 200_ (this "Agreement"), is made between ASSOCIATED MATERIALS INCORPORATED (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the Borrower, Associated Materials Holdings Inc., the various financial institutions and other Persons as are or may become parties thereto, as the Lenders, the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as Syndication Agent, CIBC World Markets Corp., as Documentation Agent, and UBS Warburg LLC and Credit Suisse First Boston Corporation, as Joint Lead Arrangers, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security and Pledge Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

ASSOCIATED MATERIALS INCORPORATED

By: _____
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____
Title:

By: _____
Title:

SCHEDULE I
to Patent Security Agreement

Item A. United States Patents

Issued United States Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Pending United States Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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United States Patent Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Item B. United States Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of _____, 200_ (this "Agreement"), is made between ASSOCIATED MATERIALS INCORPORATED (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the Borrower, Associated Materials Holdings Inc., the various financial institutions and other Persons as are or may become parties thereto, as the Lenders, the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as Syndication Agent, CIBC World Markets Corp., as Documentation Agent, and UBS Warburg LLC and Credit Suisse First Boston Corporation, as Joint Lead Arrangers, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security and Pledge Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

17061660

Exhibit C

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those registered in the United States Patent and Trademark Office and referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ASSOCIATED MATERIALS INCORPORATED

By: _____
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____
Title:

By: _____
Title:

Item A. United States Trademarks

Registered United States Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending United States Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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United States Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. United States Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT, dated as of _____, 200_ (this "Agreement"), is made between ASSOCIATED MATERIALS INCORPORATED (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the Borrower, Associated Materials Holdings Inc., the various financial institutions and other Persons as are or may become parties thereto, as the Lenders, the Administrative Agent, Credit Suisse First Boston, Cayman Islands Branch, as Syndication Agent, CIBC World Markets Corp., as Documentation Agent, and UBS Warburg LLC and Credit Suisse First Boston Corporation, as Joint Lead Arrangers, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security and Pledge Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 8. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 9. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following (the "Copyright Collateral"), whether now or hereafter existing or acquired by the Grantor: all copyrights of the Grantor, whether statutory or common law,

registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the United States copyrights referred to in Schedule I hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 10. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Copyright Collateral with the United States Copyright Office and corresponding offices in other countries of the world, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 11. Release of Liens. Upon (i) the Disposition of Copyright Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Copyright Collateral (in the case of clause (i)) or (B) all Copyright Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Copyright Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 12. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 13. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 14. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

ASSOCIATED MATERIAL INCORPORATED

By: _____
Title:

17061660

Borrower Security and Pledge Agreement

TRADEMARK
REEL: 002522 FRAME: 0385

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

17061660

Borrower Security and Pledge Agreement

TRADEMARK
REEL: 002522 FRAME: 0386

SCHEDULE I
to Copyright Security Agreement

Item A. United States Copyrights/Mask Works

Registered United States Copyrights/Mask Works

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
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United States Copyright/Mask Work Pending Registration Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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United States Copyright/Mask Work Registration Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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Item B. United States Copyright/Mask Work Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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