

06-18-2002

MAY 30 2002

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



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ET 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):

Alside, Inc.

5.30.02

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

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

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Administrative Agent Street 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) 76/135,518 76/203,105 76/160,325

B. Trademark Registration No.(s)

1,361,884

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: 66

7. Total fee (37 CFR 3.41) \$1,665.00

- 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

00000051 76135518

Signature

May 29, 2002

Date

06/17/2002 BYRNE 01 FC:481 02 FC:482

Total number of pages including cover sheet, attachments, and documents: 14

40.00 OP 1625.00 OP Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

1136838.1 052902 1311C 02965786

TRADEMARK REEL: 002522 FRAME: 0478

Handwritten initials

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

Reg./Ser. No.	Mark
Reg. 1,175,172	PREMIUM POLY SHUTTERS
Reg. 1,184,432	WINDBREAKER
Reg. 1,361,396	ALSIDE
Reg. 1,361,397	FIRST ON AMERICA'S HOMES
Reg. 1,362,889	BLAIR-CUT 2000
Reg. 1,362,890	ALSIDE (STYLIZED)
Reg. 1,366,665	ALSIDE (STYLIZED)
Reg. 1,372,534	FIRST ON AMERICAS'S HOMES
Reg. 1,373,253	POLYMER P-5000
Reg. 1,374,768	ALSIDE
Reg. 1,375,459	VYNASOL
Reg. 1,376,459	SATINWOOD*
Reg. 1,383,011	CENTURION
Reg. 1,383,012	MARQUIS
Reg. 1,383,959	LIMITED EDITION SERIES (STYLIZED)
Reg. 1,415,900	ODYSSEY
Reg. 1,457,169	BROOKWOOD
Reg. 1,494,265	THE CENTURY SERIES
Reg. 1,521,836	HAMPSHIRE DUTCH LAP
Reg. 1,523,504	NOVA IV
Reg. 1,525,701	GREENBRIAR III
Reg. 1,549,811	WESTWOOD
Reg. 1,552,496	HISTORICAL SERIES
Reg. 1,556,851	XPE
Reg. 1,656,826	WILLIAMSPORT
Reg. 1,698,757	SUPER STEEL SIDING

* Supplemental Register 420134-1

Reg./Ser. No.	Mark
Reg. 1,699,824	ULTRAMAXX
Reg. 1,704,109	SADDLEWOOD SUPREME
Reg. 1,715, 783	LIFEWALL
Reg. 1,802,741	CYPRESS CREEK
Reg. 1,803,751	ULTRAGUARD
Reg. 1,829,854	ALPHA
Reg. 1,914,954	THE ULTIMATE FENCE
Reg. 1,922,036	THE BEST CHOICE FOR YOUR HOME
Reg. 1,945,878	GREENBRIAR IV
Reg. 2,126,899	CONQUEST
Reg. 2,189,267	EXCALIBUR
Reg. 2,420,765	CLIMATECH
Reg. 726,365	BUILDERS ALUMINUM SIDING
Reg. 743,230	TUFF-SIDE
Reg. 757,584	GARD-IT
Reg. 78/108,324	FAIRFIELD
Reg. 791,654	SELECT A COLOR
Reg. 799,375	WOOD-TONE
Reg. 815,722	ALSIDE ELECTROLON SUPER ELECTROSTATIC FINISH
Reg. 820,917	CAPE COD 5
Reg. 823,575	ELECTROLON
Reg. 878,491	AIR-CUSHION
Reg. 911,714	STRATA-FOAM
Reg. 915,290	SUPER STEEL SIDING
Ser. 76/205,933	ECLIPSE
Ser. 76/219,994	PRESERVATION
Ser. 76/235,418	PRESERVATION-PRESERVING THE CHARACTER OF YOUR HOME
Ser. 76/238,084	ECLIPSE-FLATSEAM VINYL SIDING
Ser. 76/261,918	ULTRABEAM
Ser. 76/261,919	CLIMASHIELD

Reg./Ser. No.	Mark
Ser. 78/089,994	EVERDOOR
Ser. 78/092,136	THE NATURE OF SIDING
Ser. 78/094,307	REVOLUTION
Ser. 78/094,312	REVOLUTION BY ALSIDE
Ser. 78/099,211	THE ARCHITECTURAL COLOR COLLECTION
Ser. 78/111,492	COLOR CONNECT

SUPPLEMENT NO. 1 TO SUBSIDIARY
SECURITY AND PLEDGE AGREEMENT

This SUPPLEMENT, dated as of May 10, 2002 (this "Supplement"), is to the Subsidiary Security and Pledge Agreement, dated as of April 19, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Security and Pledge Agreement"), among the Grantors (such capitalized term, and other terms used in this Supplement, to have the meanings set forth in Article I of the Subsidiary Security and Pledge Agreement) from time to time party thereto, 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 Associated Materials Incorporated, 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, pursuant to the provisions of Section 7.6 of the Subsidiary Security and Pledge Agreement, each of the undersigned is becoming a Grantor under the Subsidiary Security and Pledge Agreement; and

WHEREAS, each of the undersigned desires to become a "Grantor" under the Subsidiary Security and Pledge Agreement in order to induce the Secured Parties to continue to extend Credit Extensions under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the undersigned agrees, for the benefit of each Secured Party, as follows.

SECTION 1. Party to Subsidiary Security and Pledge Agreement, etc. In accordance with the terms of the Subsidiary Security and Pledge Agreement, by its signature below each of the undersigned hereby irrevocably agrees to become a Grantor under the Subsidiary Security and Pledge Agreement with the same force and effect as if it were an original signatory thereto and each of the undersigned hereby (a) agrees to be bound by and comply with all of the terms and provisions of the Subsidiary Security and Pledge Agreement applicable to it as a Grantor and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct as of the date hereof, unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date. In furtherance of the foregoing, each reference to a "Grantor" and/or "Grantors" in

the Subsidiary Security and Pledge Agreement shall be deemed to include each of the undersigned.

SECTION 2. Representations. Each of the undersigned Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by it and that this Supplement and the Subsidiary Security and Pledge Agreement constitute the legal, valid and binding obligation of each of the undersigned, enforceable against it in accordance with its terms.

SECTION 3. Full Force of Subsidiary Security and Pledge Agreement. Except as expressly supplemented hereby, the Subsidiary Security and Pledge Agreement shall remain in full force and effect in accordance with its terms.

SECTION 4. Severability. Wherever possible each provision of this Supplement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Supplement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplement or the Subsidiary Security and Pledge Agreement.

SECTION 5. Governing Law, Entire Agreement, etc. **THIS SUPPLEMENT 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).** This Supplement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 6. Counterparts. This Supplement 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.

ALSIDE, INC.

By: J. J. Tully
Title: CFO

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TRADEMARK
REEL: 002522 FRAME: 0484

SCHEDULE I
to Supplement No. 1
to Subsidiary Security and Pledge Agreement
(Alside, Inc.)

CAPITAL STOCK

Common Stock

<u>Issuer (corporate)</u>	<u>Authorized Shares</u>	<u>Outstanding Shares</u>	<u>% of Shares Pledged</u>
None			

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		

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SCHEDULE II
to Supplement No. 1
to Subsidiary Security and Pledge Agreement
(Alside, Inc.)

Item A. Locations of each Grantor:

Name of Grantor:	Location for purposes of UCC:
Alside, Inc.	Delaware

Item B. Filing locations prior to July 1, 2001

Name of Grantor:	Filing Locations 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):
Alside, Inc.	Delaware and Ohio

Item C. Trade names.

Name of Grantor:	Trade Names:
Alside, Inc.	None

Item D. Merger or other corporate reorganization.

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Name of Grantor:	Merger or other corporate reorganization:
Alside, Inc.	None

Item E. Taxpayer ID numbers.

Name of Grantor:	Taxpayer ID numbers:
Alside, Inc.	34-067-6836

Item F. Government Contracts:

Name of Grantor:	Description of Contract:
Alside, Inc.	None

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SCHEDULE III
to Supplement No. 1
to Subsidiary Security and Pledge Agreement
(Alside, Inc.)

United States Patents

United States Issued Patents

COUNTRY	PATENT NO.	ISSUE DATE TITLE	INVENTOR(S)
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None

Pending United States Patent Applications

COUNTRY	SERIAL NO.	FILING DATE TITLE	INVENTOR(S)
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None

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United States Trademarks

ACTIVE U.S. TRADEMARKS				
<u>Ownership (PTO database) Listed As: Alside, Inc.</u>				
Mark	Serial/Reg. #	Filing/Reg. Date	Status	Notes
PRESERVATON	SN: 76/203,105	Filed 2/1/01	Pending Class 19	
GALLERY	SN: 76/135,518	Filed 9/26/00	Pending Class 19	
BRIAR-CUT SUPREME	SN: 76/160,325	Filed 11/6/00	Pending Class 19	
<u>Ownership (PTO database) Listed As: Alside, Inc., a Division of Associated Materials, Inc.</u>				
PRO 90	Reg. 1,361,884	9/24/85	Registered Class 17	

<u>TRADEMARKS RENDERED ABANDONED, CANCELLED OR EXPIRED</u>			
<u>Owner (PTO Database) Listed As: Alside, Inc.</u>			
PORTRAIT	76/135,519	09/26/00	-Abandoned - Failure to Respond (01/09/02)

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Pending United States Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			

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SCHEDULE V
to Supplement No. 1
to Subsidiary Security and Pledge Agreement
(Alside, Inc.)

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>
None				

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>
None				

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