

02-24-2003



102370553

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):
 Euramax International, Inc
 Amerimax UK, Inc
 Amerimax Fabricated Products Inc
 Amerimax Building Products Inc
 Amerimax Coated Products Inc
 Amerimax Laminated Products Inc
 Amerimax Richmond Company
 Amerimax Home Products Inc
 Amerimax Finance Company, Inc,
 Fabral Holdings Inc.
 Fabral Inc.

2-19-03

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

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

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

Execution date: March 15, 2002

2. Name and address of receiving party(ies):
 Name: _____

BNP Paribas

Internal Address: _____

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Paris, France
 Other _____

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

OFFICE OF PUBLIC RECORDS
2003 FEB 19 AM 11:31
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,182,707 and 1,383,984

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gregory S. Kolton

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio

Name of Person Signing

Phyllis Eremitaggio

Signature

February 19, 2003

Date

02/24/2003 ECDOPER 0000026 230800 2182707

01 FC:0521 40.00 CH
02 FC:0522 003648400 CH

TRADEMARK
REEL: 002684 FRAME: 0673

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2002, by Euramax International, Inc. and each of the other Loan Parties listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of BNP Paribas ("*BNP Paribas*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Grantors and the other Loan Parties party thereto, the Lenders, the Swing Loan Lender and Issuers party thereto and the Agent, the Lenders, the Swing Loan Lender and Issuers, the Lenders, the Swing Loan Lender and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swing Loan Lender, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders, the Swing Loan Lender and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

A. all of its Trademarks and Trademark Licenses to which it is a party, in each case, that are filed with the United States Patent and Trademark Office, including those listed on Schedule I hereto;

B. all renewals, reissues, continuations or extensions of the foregoing;

C. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

D. all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark.


SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EURAMAX INTERNATIONAL, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice President and Secretary


AMERIMAX UK, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice President and Secretary


AMERIMAX FABRICATED PRODUCTS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice President and Secretary

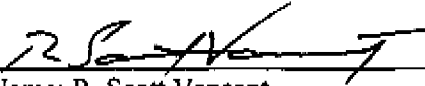
AMERIMAX BUILDING PRODUCTS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice President and Secretary

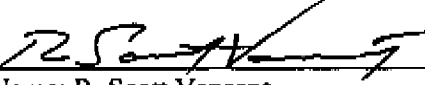
AMERIMAX COATED PRODUCTS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice President and Secretary

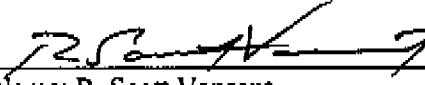
AMERIMAX LAMINATED PRODUCTS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary

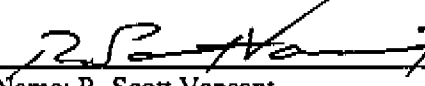
AMERIMAX RICHMOND COMPANY

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary

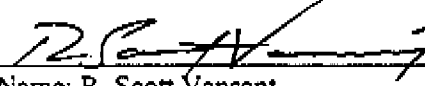
AMERIMAX HOME PRODUCTS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary

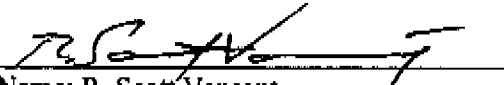
AMERIMAX FINANCE COMPANY, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary

FABRAL HOLDINGS, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary


FABRAL, INC.

By: 
Name: R. Scott Vasant
Title: Chief Financial Officer, Vice
President and Secretary

ACKNOWLEDGEMENT OF GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF GWINNETT)

On this 5th day of March, 2002 before me personally appeared R. Scott Vasant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of Euramax International, Inc., Amerimax UK, Inc., Amerimax Fabricated Products, Inc., Amerimax Building Products, Inc., Amerimax Coated Products, Inc., Amerimax Laminated Products, Inc., Amerimax Richmond Company, Amerimax Home Products, Inc., Amerimax Finance Company, Inc., Fabral Holding, Inc. and Fabral, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.




Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires Nov. 18, 2004

ACCEPTED AND AGREED:

BNP PARIBAS, as Agent

By: 
Name: PJ de FILIPPIS
Title: MANAGING DIRECTOR

By: 
Name: CECILE SCHERER
Title: Director
Merchant Banking Group

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002684 FRAME: 0680

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED U.S. TRADEMARKS, Including Mark Reg. No. and Date

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None
AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None
AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None

AMERIMAX HOME PRODUCTS, INC.

Trademark	Registration No.	Registration Date
Flex-A-Spout	2,182,707	8/18/98

FABRAL, INC.

Trademark	Registration Number	Registration Date
Grandrib 3	1,383,984	2/25/86

B. U.S. TRADEMARK APPLICATIONS

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None

AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None
AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX HOME PRODUCTS, INC.	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None
FABRAL, INC.	None

C. U.S. TRADEMARK LICENSES, Including Name of Agreement, Parties and Date of Agreement

EURAMAX INTERNATIONAL, INC.	None
AMERIMAX UK, INC.	None
AMERIMAX FABRICATED PRODUCTS, INC.	None
AMERIMAX BUILDING PRODUCTS, INC.	None
AMERIMAX COATED PRODUCTS, INC.	None
AMERIMAX LAMINATED PRODUCTS, INC.	None
AMERIMAX RICHMOND COMPANY	None
AMERIMAX HOME PRODUCTS, INC.	None
AMERIMAX FINANCE COMPANY, INC.	None
FABRAL HOLDINGS, INC.	None
FABRAL, INC.	None

DESIGNATION OF DOMESTIC REPRESENTATIVE

Jeffrey Osterman and Gregory S. Kolton, whose postal address is WEIL,
GOTSHAL & MANGES LLP, 767 Fifth Avenue, New York, New York 10153 are hereby
designated applicant's representatives upon whom notice or process in proceedings affecting
the mark may be served.