

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Indalex Inc.		02/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2589705	
Registration Number:	2726770	INDALEX ALUMINUM SOLUTIONS
Registration Number:	2734214	INDALEX ALUMINUM SOLUTIONS
Registration Number:	2768610	SECURITY+
Registration Number:	2617601	REFLEX
Registration Number:	2524681	
Serial Number:	78152297	INDALEX EXPRESS

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research
 Address Line 1: 1023 Fifteenth Street, NW, Suite 401
 Address Line 2: attn: Penelope J.A. Agodoa

CH \$190.00 2589705

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 351835

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 02/17/2006

Total Attachments: 7
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Indalex Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JPMorgan Chase Bank, N.A., as Collateral Agent</u> Internal Address: _____</p> <p>Street Address: <u>P.O. Box 2558</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77252</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>February 2, 2006</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope Agodoa</u></p> <p>Internal Address: <u>Federal Research Corporation</u></p> <p>Street Address: <u>1030 15th Street, NW</u> <u>Suite 920</u></p> <p>City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 3.41).....\$ _____</p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.



Edward Briganti Edward A. Briganti 2/16/06
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Indalex Inc.	I 	2,589,705 07/02/2002	07/02/2012
Indalex Inc.	INDALEX ALUMINUM SOLUTIONS	2,726,770 06/17/2003	06/17/2003
Indalex Inc.	INDALEX ALUMINUM SOLUTIONS	2,734,214 07/08/2003	07/08/2013
Indalex Inc.	SECURITY+	2,768,610 09/30/2003	09/30/2013
Indalex Inc.	REFLEX	2,617,601 09/10/2002	09/10/2012
Indalex Inc.	I 	2,524,681 01/01/2002	01/01/2012

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Indalex Inc.	INDALEX EXPRESS	78/152,297 08/08/2002	

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 2, 2006, among INDALEX HOLDINGS FINANCE, INC. ("Holdings"), INDALEX HOLDING CORP., (the "Parent Borrower"), the subsidiaries of the Parent Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Domestic Security Agreement dated as of February 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, the Subsidiary Parties identified therein, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers (as defined below) subject to the terms and conditions set forth in the Credit Agreement dated as of February 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Parent Borrower, 6461948 Canada Inc. (the "Canadian Subsidiary Borrower" and, together with the Parent Borrower, the "Borrowers"), the Subsidiary Loan Parties party thereto, the Lenders party thereto and the Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement and the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");


(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

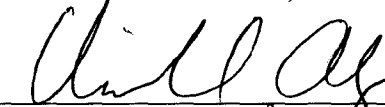
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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


INDALEX HOLDINGS FINANCE, INC.,

by 
Name: Michael Alger
Title: CEO

INDALEX HOLDING CORP.,

by 
Name: Michael Alger
Title: CEO

INDALEX INC.,

by 
Name: Michael Alger
Title: CEO



JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by Peter S. Predun

Name: Peter S. Predun
Title: Vice President

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