



Form PTO-1594
(Rev. 10/02)
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TRADEMARKS ONLY

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

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

5-21-08

1. Name of conveying party(ies):
Indalex Holdings Finance, Inc. - DE
Indalex Holding Corp. - DE
Indalex Inc. - DE
See Attached Schedule I for Additional Names
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, N.A.
Internal
Address: _____
Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other 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: May 21, 2008

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
PLEASE SEE ATTACHED
 Additional number(s) attached Yes No

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope J.A. Agodoa
Internal Address: JP Research Plus, Inc.

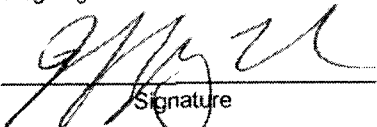
Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:
 7. Total fee (37 CFR 3.41).....\$ _____
 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.
Jeffrey Laub  5/21/2008
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document:

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

Schedule II

<u>Registered Owner</u>	<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Expiration Date</u>
Indalex Inc.	INDALEX	1,950,075 01/23/1996	01/23/2016
Indalex Inc.	INDURALL	3,215,390 03/06/2007	03/06/2017
Indalex Inc.	GLOBAL SECURE	3,157,940 10/17/2006	10/17/2016
Indalex Inc.		3,180,288 12/05/2006	12/05/2016
Indalex Inc.	INDALEX INTERNATIONAL	3,236,233 05/01/2007	05/01/2017

China

<u>Registered Owner</u>	<u>Trade-mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
Indalex Inc.		1914733 08/28/2002	August 28, 2012
Indalex Inc.		1996348 01/21/2003	January 21, 2013
Indalex Inc.	INDALEX	1914731 08/28/2002	August 28, 2012
Indalex Inc.	INDALEX	1996350 01/21/2003	January 21, 2013

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 21, 2008, 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 Amended and Restated Domestic Security Agreement dated as of May 21, 2008 (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 Amended and Restated Credit Agreement dated as of May 21, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Parent Borrower, Indalex Limited (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");

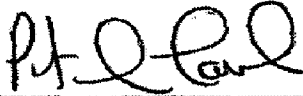
(b) all goodwill associated with or symbolized by the Trademarks; and

(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: Patrick Lawlor
Title: Chief Financial Officer

INDALEX HOLDING CORP

by 

Name: Patrick Lawlor
Title: Chief Financial Officer

INDALEX INC.,

by 

Name: Patrick Lawlor
Title: Chief Financial Officer

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

by

Name:
Title:

[[NYCORP:3072044]]

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:

Title:

INDALEX HOLDING CORP.,

by

Name:

Title:

INDALEX INC.,

by

Name:

Title:

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

by

Linda M. Meyer

Name:

Title:

Linda Meyer
Vice President

Schedule I

Subsidiary Parties

Indalex Holding Corp.

Indalex Inc.

Dolton Aluminum Company, Inc.

Caradon Lebanon Inc.

[[3072044]]