

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (“Security Agreement”), made and entered into as of the ____ day of _____, 200__, between _____, a _____ corporation with its chief executive office and principal place of business located at _____, (hereinafter referred to as “Debtor”), and Janus International Corporation, a corporation organized and existing under the laws of the State of Georgia and having its chief executive office and principal place of business at 134 Janus International Blvd, Temple, GA 30179 (hereinafter referred to as “Secured Party”).

WITNESSETH:

WHEREAS, the Secured Party and Debtor have entered into a certain business arrangement pursuant to which Debtor has incurred obligations to pay the Secured Party certain sums; and

WHEREAS, the Secured Party has extended credit to Debtor as part of that arrangement; and

WHEREAS, Debtor has agreed to execute and deliver this Security Agreement to secure Debtor’s obligations under the business arrangement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Security Interest. In consideration of the extension of credit by the Secured Party to Debtor, Debtor hereby grants a security interest in, and assigns to the Secured Party, the Collateral described in Section 2 below to secure payment and performance of all debts, liabilities, and obligations of Debtor of any kind whenever and however incurred secured to the Secured Party.

2. Security Interest. To secure the prompt payment to the Secured Party of all sums due, or that may become due and owing under the business arrangement, and all other liabilities, obligations, and indebtedness of any and every kind and nature, including, without limitation, all principal, interest, and other sums due, all payment obligations of Debtor to the Secured Party arising under the business arrangement, and any and all other charges, interest, expenses, and other sums chargeable to Debtor by the Secured Party, whether heretofore, now, or hereafter owing, arising, due, or payable from Debtor to the Secured Party, and howsoever evidenced, created, incurred, acquired, or owing, whether primary, secondary, direct, contingent, fixed, or otherwise (the “Liabilities”), Debtor hereby grants to the Secured Party a continuing security interest in and to all of the property and interests in property of Debtor (collectively the “Collateral”), whether now owned or existing or hereafter acquired or arising and wheresoever located, and all proceeds thereof, including without limitation, the following items of property:

(a) all accounts, contract rights, chattel paper, instruments, and documents, now owned or hereafter acquired by Debtor;

(b) all inventory, now owned or hereafter acquired by Debtor, including, without limitation, all goods and other personal property, supplies, or materials used or consumed in Debtor's business;

(c) all fixtures and equipment, including, without limitation, furniture, vehicles, computers, and computing systems, telephone systems, and other machines and accessories used in Debtor's business;

(d) all general intangibles, now owned or hereafter acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, good will, copyrights, licenses, franchises, computer lists, computer programs, and all claims under guaranties, security interests, or other security held by or granted to Debtor;

(e) all monies, residues, and property of any kind, now or at any time or times hereafter, in the possession or under the control of Debtor, or a bailee of Debtor, or any assignee of Debtor; and

(f) all accessions to, substitutions for, and all replacements, products, and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Collateral.

3. Covenants of Debtor. Debtor covenants as follows:

(a) Debtor shall make appropriate entries upon its financial statements and its books and records disclosing the Secured Party's security interests in the Collateral and all other assets in which security interests are granted to the Secured Party pursuant to this Security Agreement and any other agreement.

(b) Immediately upon the Debtor's receipt of that portion of the Collateral, if any, which is evidenced by an agreement, instrument, and/or document, including, without limitation, promissory notes, documents of title, and warehouse receipts, Debtor shall deliver the original thereof to the Secured Party together with appropriate endorsements and/or other specific evidence (in form and substance acceptable to Secured Party) of assignment thereof to the Secured Party.

(c) Concurrently herewith, and at the Secured Party's request at any time or times hereafter, Debtor shall execute and/or deliver to the Secured Party, all agreements, instruments, documents, financing statements, continuation statements, certificates of title and other written matter necessary to perfect and maintain perfected the Secured Party's security interest in the Collateral and to consummate the transactions contemplated in or by this Security Agreement, that the Secured Party may reasonably request, in form and substance acceptable to the Secured Party, and pay the costs of any recording or filing of the same. Debtor hereby irrevocably makes, constitutes and appoints the Secured Party (and all persons designated by the Secured Party for that

Secured Party for that purpose) as Debtor's true and lawful attorney, with power to sign the name of Debtor on any of the above-described documents or on any other similar documents which need to be executed, recorded, and/or filed in order to perfect or to continue to perfect the Secured Party's security interest in the Collateral. Debtor agrees that a photographic, photostatic, or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement and may be filed by the Secured Party in any filing office.

4. Event of Default. The following shall constitute an "Event of Default":

(a) Non-Payment: Failure to pay the principal, or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against Debtor, or if Debtor makes any assignment for the benefit of creditors.

(b) Misrepresentation: Misrepresentation or mis-statement in connection with, non-compliance with, or the non-performance of, any of Debtor's obligations under this or any other agreements shall constitute a default under this Security Agreement.

5. Remedies. Upon and after the occurrence of an Event of Default, the Secured Party shall have the following rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code of the State where such rights and remedies are asserted, or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent Permitted by law, in addition to any other rights and remedies contained in this Agreement, and in any other agreement between the parties;

(b) The right to (i) enter upon the premises of Debtor, or any other place or places where the Collateral is located and kept, through self-help and without judicial process, without first obtaining a final judgment, or giving Debtor notice or opportunity for a hearing on the validity of the Secured Party's claim and without any obligation to pay rent to Debtor; and

(c) remove the Collateral therefrom to the premises of the Secured Party or any agent of the Secured Party, for such time as the Secured Party may desire, in order to effectively collect or liquidate the Collateral, and/or (ii) require Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party, in its sole discretion; and

(d) The right to ship, reclaim, recover, store, maintain, repair, prepare for sale, advertise for sale, and sell or otherwise dispose of all or any Collateral, at public or private sale or sales, with such notices as may be required by law, in lots or in bulk, for cash or on credit, all as the Secured Party, in its sole discretion, may deem advisable; such sales may be adjourned from time to time with or without notice. The Secured Party shall have the right to conduct such sales on Debtor's premises or elsewhere and shall have the right to use Debtor's premises without charge for such sales for such time or times as the Secured Party may see fit. The Secured Party is hereby granted a license or other right to use, without charge, Debtor's labels, patents, copyrights, rights of

patents, copyrights, rights of use of any name, trade secrets, tradenames, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral and Debtor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit. The Secured Party shall have the right to sell, lease, or otherwise dispose of the Collateral, or any part thereof, for cash, credit, or any combination thereof, and the Secured Party may purchase all or any part of the Collateral at public or, if Permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Liabilities. The proceeds realized from the sale of any Collateral shall be applied first to the costs, expenses, and attorneys fees and expenses incurred by the Secured Party for collection and for acquisition, completion, protection, removal, storage, sale, and delivery of the Collateral; second to interest due upon any of the Liabilities; and third to the Principal of the Liabilities. If any deficiency shall arise, Debtor shall remain liable to the Secured Party therefor.

6. Remedies are Cumulative. The Secured Party's rights and remedies under this Agreement and all other agreements shall be cumulative. No exercise of the Secured Party of one right or remedy shall be deemed an election, and no waiver by the Secured Party of any default on Debtor's part shall be deemed a continuing waiver. No delay by the Secured Party shall constitute a waiver, election, or acquiescence by it.

7. Waiver. Other than as provided herein, Debtor waives presentment, demand, notice of dishonor, protest, and all other notices whatever. Debtor further agrees that the Secured Party shall not in any way or manner be liable for the safekeeping, loss, damage, or diminution of value of the Collateral.

8. Modification; Assignment. This Security Agreement may not be changed or terminated orally, but only by an agreement in writing signed by the parties hereto. All prior agreements, understandings, representations, warranties, and negotiations, if any, are merged herein. This Security Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

9. Notices. All notices or demands by any party relating to this Agreement shall be in writing and sent by regular United States mail, postage prepaid, properly addressed to Debtor and the Secured Party at their addresses set forth in the first paragraph to this Security Agreement or at such other addresses as Debtor or the Secured Party may from time to time specify to the other in writing.

10. Severability. In the event any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Governing Law. This Agreement shall in all respects be interpreted, construed in accordance with, and governed by, the internal laws of the State of Georgia, without regard to its rules on conflict of laws. Each of the parties hereby irrevocably submits to the jurisdiction of the local, state, and federal courts located in Georgia in any action, suit, or proceeding relating to, or in

in connection with, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Security Agreement.

DEBTOR

SECURED PARTY

By: _____
Name

By: _____
Name

Title

Title

Date

Date

Form of Debtor's Business:

1. Registered Organization (corporation, limited liability corporation, or limited partnership):

State of incorporation or formation _____

2. Unregistered Organization (partnership):

Full address of principal office of business _____

3. Individual (individual person or sole proprietor):

State or states of residence (if more than one, all) _____