

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)/Execution Date(s):

SNE Enterprises, Inc.

Execution Date(s) 01/19/2005

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

### 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: \_\_\_\_\_

Street Address: 1111 Fannin, 8th Floor

City: Houston

State: Texas

Country: US

Zip: 77002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

see attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian G. Gilpin

Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 N. Water Street

City: Milwaukee

State: WI Zip: 53202

Phone Number: 414-273-3500

Fax Number: 414-273-5198

Email Address: docketing@gklaw.com

### 6. Total number of applications and patents involved:

5

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-1509

Authorized User Name Godfrey & Kahn, S.C.

### 9. Signature:

Brian G. Gilpin  
Signature

March 30, 2005  
Date

Brian G. Gilpin

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

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REEL: 015962 FRAME: 0954

CH \$200.00 071509 6663420

## Exhibit A

## PATENTS OWNED BY SNE ENTERPRISES, INC.

TITLE	COUNTRY	PATENT NO.	ISSUE DATE
Improved fenestration and insulating construction	Canada	2179454	08/17/99
Casement window	Canada	2156808	11/24/98
Casement window	US	5,553,420	09/10/96
Double hung window	Canada	2156807	12/08/98
Double hung window	US	5,515,652	05/14/96
Window operator assembly	US	5,509,234	04/23/96
Window operator assembly	Canada	2158406	11/03/98
Window panel assembly	US	4,783,938	05/25/93
Standing seam roof skylight	Canada	1,264,519	01/23/90
Operating-vent glass-glazed standing-seam skylight	US	4,986,039	01/22/91

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement, dated as of January 19, 2005, is made by and between SNE ENTERPRISES, INC., a Delaware corporation whose address and principal place of business is 888 Southview Drive, Mosinee, Wisconsin 54455 (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association whose address is 1111 Fannin, 8th Floor, Houston, Texas 77002 (the "Secured Party"), for itself and as agent for each of the Lenders appearing on the signature page of the Credit Agreement referred to below, together with such other lenders as may from time to time become party to such Credit Agreement (collectively, the "Lenders" and each a "Lender") who may now or hereafter hold an interest in the loans and financial accommodations made pursuant to such Credit Agreement.

### RECITALS:

The Debtor, The Peachtree Companies, Inc., a Wisconsin corporation ("TPC") and Peachtree Doors and Windows, Inc., a Tennessee corporation ("Peachtree", and collectively with the Debtor and TPC, the "Borrowers"), the Secured Party and the Lenders are parties to that certain Credit Agreement dated as of January 19, 2005 (together with all amendments, supplements or modifications thereto, or any amendment and restatement thereof (the "Credit Agreement") setting forth the terms on which each Lender may now or hereafter make certain loans or other financial accommodations to or for the account of the Borrowers.

As a condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

A Patent or Trademark shall be deemed to be "Material" to the extent the Debtor, in the exercise of its reasonable business judgment, has determined that the failure of the Debtor to maintain, preserve and/or defend such Patent or Trademark could have a material adverse effect on the business, operations, assets, prospects or financial condition of the Debtor.

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which the Borrowers may now or at any time hereafter owe to the Lenders, whether such debt,

liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, determined or undetermined, secured or unsecured, and including specifically, but not limited to, the obligations of the Borrowers to the Lenders pursuant to the terms of the Credit Agreement and those arising out of the Borrowers' obligations to any Lender or the Secured Party under any Swap Agreement or in connection with any letter of credit issued for the account of the Debtor or any other Borrower.

**"Patents"** means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

**"Trademarks"** means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. **Representations Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's Directors and do not and will not violate the provisions of or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is set forth above. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** **Exhibit A** accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in any Material Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Material Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of any Material Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts protect and defend the Material Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Material Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Material Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter while such Event of Default remains uncured or until such Event of Default is waived by Secured Party, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or proscribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JPMORGAN CHASE BANK, N.A.,  
as Agent

SNE ENTERPRISES, INC.


By:   
Stephen L. Mayer, First Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 18th day of January, 2005, by Stephen L. Mayer, a first vice president of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the bank.



  
Notary Public  
My commission is permanent

STATE OF WISCONSIN )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2005, by \_\_\_\_\_, a \_\_\_\_\_ of SNE Enterprises, Inc., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission \_\_\_\_\_

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SNE Patent and Trademark Security Agreement



(28)

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JPMORGAN CHASE BANK, N.A.

SNE ENTERPRISES, INC.

By: Stephen L. Mayer, First Vice President

By: Edward L. Schield  
As: President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2005, by Stephen L. Mayer, a first vice president of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the bank.

Notary Public  
My commission \_\_\_\_\_

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2005, by \_\_\_\_\_, a \_\_\_\_\_ of SNE Enterprises, Inc., a Delaware corporation, on behalf of the corporation.

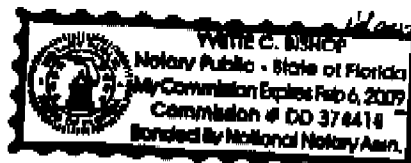
Notary Public  
My commission \_\_\_\_\_

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STATE OF FLORIDA  
COUNTY OF ORANGE





SNE Patent and Trademark Security Agreement

The foregoing instrument was acknowledged before me this 14th day of January 2005, by Edward L. Schield who provided valid identification





Wayne C Bishop  
Wayne C Bishop

**Exhibit B****US TRADEMARKS OWNED BY SNE ENTERPRISES, INC.**

<b>MARK</b>	<b>SERIAL NO./REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>
SMARTQUOTE	2,760,445	09/02/03	Registered
ESMARTRAK	76/255,152	05/10/01	Pending
HOMECARE	2,436,930	03/20/01	Registered
PRIMECREST	2,431,497	02/27/01	Registered
THE RIGHT WINDOW, RIGHT ON TIME.	2,183,898	08/25/98	Registered
THE PROJECT SERIES	2,259,868	07/06/99	Registered
	2,215,289	12/29/98	Registered
	2,116,370	11/25/97	Registered
PROCRAFT	2,181,359	08/11/98	Registered
CRESTFIT	2,182,872	08/18/98	Registered
CRESTLINE	1,869,215	12/27/94	Registered
	1,844,446	07/12/94	Registered
	1,816,315	01/11/94	Registered
SUN PLUS 4	1,587,834	03/20/90	Registered
SMART R	1,565,962	11/14/89	Registered
VETTER	1,515,399	12/06/88	Registered
CRESTCLAD	1,084,500	02/07/78	Registered

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MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
<b>Duo temp</b>	631,142	07/24/56	Registered
	2,759,917	09/02/03	Registered
	2,654,007	11/26/02	Registered
CRESTLINE SELECT	2,902,043	11/09/04	Registered
EASYCARE	2,761,351	09/09/03	Registered
EASYCARE	2,792,667	12/09/03	Registered