

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
US Block Windows, Inc.	12/15/2005

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc.
Street Address:	500 Boylston Street, Suite 1600
Internal Address:	Attn: Paul G. Feloney
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	D404144
Patent Number:	D404145
Patent Number:	D435667
Application Number:	05778620
Application Number:	05910086
Application Number:	05970673
Application Number:	05987829
Application Number:	06026621
Application Number:	06223489
Application Number:	06260317
Application Number:	06298614
Application Number:	06393790
Application Number:	06530179
Application Number:	06802162

PATENT

500095526

REEL: 017492 FRAME: 0044

CH \$640.00 D404144

Application Number:	10701131
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Application Number:	11047518
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CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: srblack@eapdlaw.com

Correspondent Name: S. Ryan Black

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Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	240042/17
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NAME OF SUBMITTER:	S. Ryan Black
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Total Attachments: 5

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SECURITY AGREEMENT (PATENTS)
(the "Patent Security Agreement")

WHEREAS US Block Windows, Inc., a Florida corporation (the "Pledgor"), having an address at 3000 Johnson Avenue, Pensacola, Florida 32514, is the owner and user, as indicated on Schedule A, of the patents issued by and/or patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS the Pledgor, as successor-by-merger to USBlock Acquisition Corp., is the borrower (the "Borrower") under the terms of that certain Credit Agreement, dated as of December 15, 2005 (as amended from time to time, the "Credit Agreement") among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and NewStar Financial, Inc., as Administrative Agent (the "Agent"); capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Credit Agreement;

WHEREAS the Pledgor is a party to that certain Security Agreement, dated as of December 15, 2005 (as amended from time to time, the "Security Agreement") among the Pledgor, as grantor thereunder, and the Agent, pursuant to which the Pledgor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Lenders shall have all the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Pledgor's right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents, and all proceeds of any and all of the foregoing (collectively, the "Patent Collateral").

The grant of a security interest in the Patent Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Patent Security Agreement.

This Patent Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Agent hereby acknowledge and agree that the grant of the security interest hereunder to the Agent, for the benefit of the Lenders, and the rights and remedies of the Agent and the Lenders with respect to the Patent Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Patent Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 15 day of December, 2005.

PLEDGOR:

US BLOCK WINDOWS, INC.

By: _____

Name: Jason Meyer

Title: Vice President

AGENT:

NEWSTAR FINANCIAL, INC.

By: _____

Name: Paul G. Feloney

Title: Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 017492 FRAME: 0048

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 15 day of December, 2005.

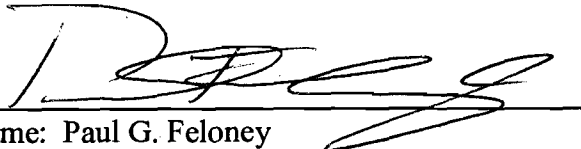
PLEDGOR:

US BLOCK WINDOWS, INC.

By: _____
Name: Jason Meyer
Title: Vice President

AGENT:

NEWSTAR FINANCIAL, INC.

By:  _____
Name: Paul G. Feloney
Title: Director

SCHEDULE A
TO
SECURITY AGREEMENT (PATENTS)

ISSUED PATENTS

Title	Patent Number
Construction Block	5,778,620
Construction Block	D404,144
Construction Block	D404,145
Construction Block Structure	5,910,086
Construction Block System	5,970,673
Construction Block	5,987,829
MUNTIN	6,026,621
Window	D435,667
Construction Block Cap	6,223,489
Construction Block	6,260,317
Window Frame	6,298,614
Construction Block Cap and Method	6,393,790
Continuous Extruded Frame and Movable Panel with Continuous Extruded Frame Extruded Within	6,530,179
Construction Block and Method	6,802,162

PENDING PATENT APPLICATIONS

Title	Serial Number/Filing Date
Construction Block—E-Cubed III	10/701,131 – 11/03/2003
Construction Block with Decorative attachment	11/047,518 – 02/01/2005