

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Atrium Companies, Inc.	04/30/2010
RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6189264
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins, c/o Julie Dalke
Address Line 1:	650 Town Center Dr, 20th floor
Address Line 2:	029217-0183
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	029217-0183
NAME OF SUBMITTER:	Adam Kummins
Total Attachments: 5 source=1- patents a#page1.tif source=1- patents a#page2.tif source=1- patents a#page3.tif source=1- patents a#page4.tif source=1- patents a#page5.tif	

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PATENT

Patent Security Agreement

Patent Security Agreement, dated as of April 30, 2010, by Atrium Companies, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "**Patent Collateral**"):

all patents issued or assigned to, and all patent applications and registrations made by, the Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including each patent and patent application required to be listed in Schedule I hereto, together with (i) all rights and privileges arising under applicable law with respect to the Pledgor's use of any patents, (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) the right to sue and recover for past, present or future infringement or other violation thereof, (v) all Proceeds of the foregoing, including all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages and payments for past, present or future infringement or other violation thereof, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent

Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge and grant of a lien on and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

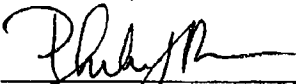
SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 10.09 and 10.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATRIUM COMPANIES, INC.

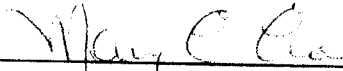
By: 
Name: Philip J. Ragona
Title: Senior Vice President


Patent Security Agreement

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REEL: 024337 FRAME: 0257

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name: Irja R. Otsa
Title: Associate Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

PATENT TITLE	COUNTRY	STATUS	PATENT NO.	DATE PATENT APPLICATION FILED/GRANTED
Hurricane storm panel and method of installation	U.S.	Issued	U.S. Patent No. 6189264	07/30/1999 02/20/2001