

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
SUNRISE WINDOWS, LLC	12/14/2010
RECEIVING PARTY DATA	
Name:	US BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT FOR THE LENDERS
Street Address:	800 NICOLLET MALL
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D372314
CORRESPONDENCE DATA	
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Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	059235/10086
NAME OF SUBMITTER:	Jacquelyn K Torborg
Total Attachments: 3 source=ConfirmatoryGrantofSecurityInterestinPatents#page1.tif source=ConfirmatoryGrantofSecurityInterestinPatents#page2.tif source=ConfirmatoryGrantofSecurityInterestinPatents#page3.tif	

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of December 14, 2010 by and from SUNRISE WINDOWS, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, SUNRISE WINDOWS, LLC (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of December 14, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of December 14, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of December 14, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A attached hereto, which Patents are registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

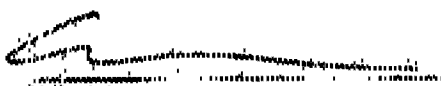
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby re-grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents, and (3) any and all causes of action arising prior to or after the date hereof and rights of recovery for past infringements of the Patents.

THE WITNESSES WHEREOF, the Grantor has executed this Confidentiality Grant of Security Interest effective as of the date here written above.

SUNRISE WINDOWS, L.L.C.

By: 
Name: Erik Hulmich
Title: Vice President

Signature Page for
Grant of Security Interest by United States Patent Company Windows, L.L.C.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF PATENTS

U.S. Patents

U.S. Patent No.	Issue Date	Assignee	Title
D372,314	7/30/1996	Sunrise Windows, LLC	Vinyl Window Frame Exterior

Exhibit A