PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2764087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VARIFORM, INC.	01/30/2014

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6065260
Patent Number:	6341463
Patent Number:	6341464
Patent Number:	6523391
Patent Number:	7424795
Patent Number:	6979189
Patent Number:	7608210
Patent Number:	D402063
Patent Number:	D404504
Patent Number:	D382351

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP RESEARCH PLUS, INC.
Address Line 1: 21 TADCASTER CIRCLE
Address Line 2: ATTN: PENELOPE J.A. AGODOA
Address Line 4: WALDORF, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39307

NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
SIGNATURE:	/pja/
DATE SIGNED:	03/11/2014

Total Attachments: 4
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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Collateral Agreement***") dated as of January 30, 2014, is made by Variform, Inc. (the "***Grantor***") in favor of Credit Suisse AG, as Collateral Agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Ply Gem Industries, Inc., a Delaware corporation (the "***Borrower***") and Ply Gem Holdings, Inc., Delaware corporation (the "***Parent***") have entered into a Credit Agreement dated as of January 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Credit Suisse AG, as Administrative Agent and Collateral Agent. Terms defined in the Guarantee and Collateral Agreement (as defined below) and Credit Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement and Credit Agreement, as applicable.

WHEREAS, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2014, among the Grantor, the Parent, Subsidiaries of the Parent party thereto, and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. <u>Grant of Security</u>. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following (the "***Collateral***"):

(a) the patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto as set forth in <u>Schedule A</u> hereto (the "***Patents***");

(b) the trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, set forth in <u>Schedule B</u> hereto (the "***Trademarks***"); and

(c) the copyrights, including, without limitation, copyrights in computer software, internet web sites and the content thereof, whether registered or unregistered as set forth in Schedule C hereto (the "***Copyrights***").

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Collateral Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Collateral Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement dated as of January 30, 2014, among UBS AG, Stamford Branch, as Revolving Facility Collateral Agent referred to therein; Credit Suisse AG, as Term Facility Collateral Agent referred to therein; Ply Gem Industries, Inc.; Ply Gem Holdings, Inc.; and the other subsidiaries of Ply Gem Industries, Inc. named therein (the "***Intercreditor Agreement***"). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, the Grantor has caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VARIFORM, INC.

By: ______________________

Name: Shawn K. Poe

Title: Vice President and Secretary

[*Signature Page - Intellectual Property Collateral Agreement*]

SCHEDULE A

PATENTS

GRANTOR	CTRY	TITLE	APPL NO	APPL DATE	PATENT NO	GRANT DATE
Variform, Inc.	US	Siding Panel With Interlock	09/053,475	04/01/1998	6,065,260	05/23/2000
Variform, Inc.	US	Siding Panel	09/420,448	10/18/1999	6,341,463	01/29/2002
Variform, Inc.	US	Siding Panel With Interlock	09/518,868	03/03/2000	6,341,464	01/29/2002
Variform, Inc.	US	Vertical Height Impact Testing Apparatus	09/877,812	06/08/2001	6,523,391	02/25/2003
Variform, Inc.	US	Method for Extruding and Product of the Method	10/620,545	07/16/2003	7,424,795	09/16/2008
Variform, Inc.	US	Apparatus and Method for Adjusting Component Features	10/621,162	07/16/2003	6,979,189	12/27/2005
Variform, Inc.	US	Apparatus and Method for Adjusting Component Features	11/227,309	09/15/2005	7,608,210	10/27/2009
Variform, Inc.	US	Perimeter Skirting Elevated Structures	29/078,516	10/28/1997	D402,063	12/1/1998
Variform, Inc.	US	Perimeter Skirting for Elevated Structures	278511	10/28/1997	D404,504	01/19/1999
Variform, Inc.	US	Siding Interlock Panel	29/048,918	1/16/1996	D382,351	08/12/1997