

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ply Gem Pacific Windows Corporation		10/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2793042	NEWBRIDGE
Registration Number:	2821765	ACCU-QUOTE
Registration Number:	2976350	WINDOW SOLUTIONS
Registration Number:	2030412	THERMAFLECT
Registration Number:	1882959	DEVON WINDOWS
Registration Number:	1995364	ARCHITECTURAL SHAPES
Registration Number:	2054058	BRYN MAWR
Registration Number:	1985727	NEW CASTLE
Registration Number:	2507811	BELLEVUE
Registration Number:	1988595	SOMERTON
Registration Number:	2968273	MONTCLAIRE
Serial Number:	77008580	CERTAQUOTE
Serial Number:	77004940	MONTROSE
Serial Number:	77209829	WINDOWRIGHT

CH \$365.00 2793042

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (212)492-0603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.373.3603
Email: alee@paulweiss.com, lsilber@paulweiss.com
Correspondent Name: Lindsay N. Silber
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17556-009
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/Lindsay N. Silber/
Date:	12/05/2007

Total Attachments: 5
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Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of October 3, 2007, by PLY GEM PACIFIC WINDOWS CORPORATION (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, Pledgor is party to a U.S. Security Agreement of even date herewith (the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark U.S. 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, Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark 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 and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

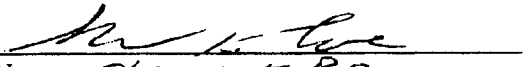
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark U.S. Security Agreement.

[signature page follows]

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

Very truly yours,

PLY GEM PACIFIC WINDOWS
CORPORATION

By: 
Name: *Shawn K. Poe*
Title: *Vice President, Treasurer,
Secretary*

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

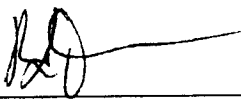
Very truly yours,

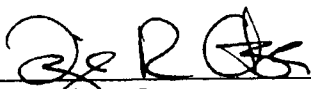
PLY GEM PACIFIC WINDOWS
CORPORATION

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Ply Gem Pacific Windows Corporation	2,793,042	NEWBRIDGE (STYLIZED)
Ply Gem Pacific Windows Corporation	2,821,765	ACCU-QUOTE
Ply Gem Pacific Windows Corporation	2,976,350	WINDOW SOLUTIONS
Ply Gem Pacific Windows Corporation	2,030,412	THERMAFLECT
Ply Gem Pacific Windows Corporation	1,882,959	DEVON WINDOWS & Design
Ply Gem Pacific Windows Corporation	1,995,364	ARCHITECTURAL SHAPES
Ply Gem Pacific Windows Corporation	2,054,058	BRYN MAWR
Ply Gem Pacific Windows Corporation	1,985,727	NEW CASTLE
Ply Gem Pacific Windows Corporation	2,507,811	BELLEVUE
Ply Gem Pacific Windows Corporation	1,988,595	SOMERTON
Ply Gem Pacific Windows Corporation	2,968,273	MONTCLAIRE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Ply Gem Pacific Windows Corporation	77/008,580	CERTAQUOTE
Ply Gem Pacific Windows Corporation	77/004,940	MONTROSE
Ply Gem Pacific Windows Corporation	77/209,829	WINDOWRIGHT