

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Collateral Agent		10/15/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GE Business Financial Services Inc., as Collateral Agent
<b>Street Address:</b>	500 W. Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	1767158	DREAMSPACE
Registration Number:	1928557	DREAMSPACE
Registration Number:	1925476	TRIUMPH
Registration Number:	1925477	APPLAUSE
Registration Number:	2133038	DREAM
Registration Number:	2157267	DREAMGLAS
Registration Number:	2143647	ALARM READY
Registration Number:	2362557	WEATHERLOK
Registration Number:	2176756	TRADITIONS
Registration Number:	2285170	MASTerview
Registration Number:	2497433	THE ATRIUM DOOR
Registration Number:	2497434	ATRIUM
Registration Number:	2936507	PRO 100

**OP \$715.00 1767158**

Registration Number:	3130200	PARK AVENUE
Registration Number:	2780340	E3 MAX GLASS
Registration Number:	2859534	IMPROVING YOUR VIEW OF THE WORLD
Registration Number:	2859535	ATRIUM WINDOWS AND DOORS
Registration Number:	2868546	BEST BUILT
Registration Number:	3082737	SILENT GUARD
Registration Number:	3000214	SAFE HARBOR
Registration Number:	3025701	ATRIUM
Registration Number:	3420056	HEIRLOOM
Registration Number:	3490287	DYNASTY
Serial Number:	78692398	ASPIRATIONS
Serial Number:	78692399	EXPRESSIONS
Serial Number:	78838935	CAN WINDOWS ATTITUDE
Serial Number:	78839149	INSTALL ATRIUM INSTILL CONFIDENCE
Serial Number:	78839958	ATRIUM WIZARD

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2622  
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Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
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Address Line 2: Suite 5800  
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ATTORNEY DOCKET NUMBER:	034784-0057
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	10/16/2008

Total Attachments: 5  
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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of October 15, 2008 is entered into between ATRIUM COMPANIES, INC., a Delaware corporation, ATRIUM DOOR AND WINDOW COMPANY-WEST COAST, a Texas corporation, ATRIUM EXTRUSION SYSTEMS, INC., a Delaware corporation, and THERMAL INDUSTRIES, INC., a Delaware corporation (a “Grantor” or collectively, the “Grantors”) and GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), a Delaware corporation, in its capacity as collateral agent for lenders (“Collateral Agent”).

### WITNESSETH:

WHEREAS, the parties hereto are parties to one or more of (i) that certain Trademark Security Agreement dated as of December 28, 2004 which was filed with the United States Patent and Trademark Office on January 10, 2005 at Reel 003102, Frame 0901, (ii) that certain Supplemental Trademark Security Agreement dated December 5, 2005 which was filed with the United States Patent and Trademark Office on December 6, 2005 at Reel 003205, Frame 0203, and (iii) that certain Trademark Security Agreement dated June 30, 2006 which was filed with the United States Patent and Trademark Security Agreement on September 19, 2006 at Reel 003397, Frame 0178 (collectively, the “Existing Trademark Security Agreements”) and which granted to Collateral Agent, a first priority security interest in all of Grantors’ Trademark Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreements.

WHEREAS, the parties desire to amend the Existing Trademark Security Agreements to reflect the change of name of the Collateral Agent from Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., to GE Business Financial Services Inc.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreements. The name of the Collateral Agent is hereby changed from Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. to GE Business Financial Services Inc.

2. Absence of Waiver

2.1. No Waiver. Collateral Agent and Grantors agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreements or any other financing agreement.

3. Representations. Grantors hereby represent and warrant to Collateral Agent that:

(i) each Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantors, enforceable against Grantors in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantors and rights of Collateral Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantors and Collateral Agent and their respective successors and assigns, and shall inure to the benefit of Grantors and Collateral Agent and the successors and assigns of Collateral Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ATRIUM COMPANIES, INC.

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

ATRIUM DOOR AND WINDOW COMPANY-  
WEST COAST

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

ATRIUM EXTRUSION SYSTEMS, INC.

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

THERMAL INDUSTRIES, INC.

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

GE BUSINESS FINANCIAL SERVICES INC.  
(formerly known as Merrill Lynch Capital, a  
division of Merrill Lynch Business Financial  
Services Inc.), as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Amendment to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ATRIUM COMPANIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATRIUM DOOR AND WINDOW COMPANY-  
WEST COAST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATRIUM EXTRUSION SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THERMAL INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GE BUSINESS FINANCIAL SERVICES INC.  
(formerly known as Merrill Lynch Capital, a  
division of Merrill Lynch Business Financial  
Services Inc.), as Collateral Agent

By: Heidi Rinehart  
Name: Heidi Rinehart  
Title: Vice President

[Signature Page to Amendment to Trademark Security Agreement]

## SCHEDULE I

### *Trademark Registrations and Applications*

<u>Trademark</u>	<u>Registration or Application No.</u>
DREAMSPACE	1,767,158
DREAMSPACE	1,928,557
TRIUMPH	1,925,476
APPLAUSE	1,925,477
DREAM	2,133,038
DREAMGLAS	2,157,267
ALARM READY	2,143,647
WEATHERLOK	2,362,557
TRADITIONS	2,176,756
MASTERVIEW	2,285,170
THE ATRIUM DOOR	2,497,433
ATRIUM	2,497,434
PRO 100	2,936,507
PARK AVENUE	3,130,200
E3 MAX GLASS	2,780,340
IMPROVING YOUR VIEW OF THE WORLD	2,859,534
ATRIUM WINDOWS AND DOORS	2,859,535
BEST BUILT	2,868,546
SILENT GUARD	3,082,737
SAFE HARBOR	3,000,214
ATRIUM	3,025,701
HEIRLOOM	3,420,056
ASPIRATIONS	78/692,398
EXPRESSIONS	78/692,399
DYNASTY	3,490,287
CAN DO ATTITUDE	78/838,935
INSTALL ATRIUM INSTILL CONFIDENCE	78/839,149
ATRIUM WIZARD	78/839,958