

SCHEDULE 1

SERIAL NUMBER

REGISTRATION NUMBER

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2603821

TRADEMARK

REEL: 003877 FRAME: 0864

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 3, 2008 ("Effective Date") by UBS AG, Stamford Branch (the "Administrative Agent") in favor of Associated Materials, LLC (f/k/a Associated Materials Inc., d./b/a Alside, Inc.), (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 19, 2002, (the "Trademark Security Agreement," each capitalized term used herein without definition shall have the meaning ascribed to such term in the Trademark Security Agreement), the Grantor pledged and granted to Administrative Agent a lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, its trademarks and trademark applications listed on Schedule I attached hereto which security interest is recorded at Reel 2522 Frame 0315 at the U.S. Patent and Trademark Office;

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Administrative Agent secured by Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Trademark Collateral.

If and to the extent the Administrative Agent has acquired any right, title or interest in, or to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor without any representations, warranties or recourse of any kind whatsoever.

The Administrative Agent shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 

Name: Ija R. Otsa

Title: Associate Director

By: 

Name: David B. Julie

Title: Associate Director

[Release]