TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C.H.I. OVERHEAD DOORS, INC.		04/21/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3095595	C.H.I.

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039112-0030	
NAME OF SUBMITTER:	Kristin J. Azcona	
Signature:	/kja/	
Date:	04/23/2010	

Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2010 (this "Trademark Security Agreement"), is made and entered into by C.H.I. OVERHEAD DOORS, INC. (the "Pledgor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Agent").

$\underline{\mathbf{W}}$ I $\underline{\mathbf{T}}$ $\underline{\mathbf{N}}$ $\underline{\mathbf{E}}$ $\underline{\mathbf{S}}$ $\underline{\mathbf{E}}$ $\underline{\mathbf{T}}$ $\underline{\mathbf{H}}$:

WHEREAS, the Pledgor is party to a Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark 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, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. 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 the right, title and interest of the Pledgor in, to and under the following Pledged Collateral:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto (other than Excluded Property);
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. 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 Security Agreement.

[signature pages follow]

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

Very truly yours,

C.H.I. OVERHEAD DOORS, INC.

By:

lame: Patrick V. Knoll

Title: Chief Financial Officer and Secretary

Trademark Security Agreement

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By:

Name: Andrew Crain

Title: Duly Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME	
C.H.I. Overhead Doors, Inc.	3095595	C.H.I.	

TRADEMARK REEL: 004191 FRAME: 0433

RECORDED: 04/23/2010