

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Imperial Bank of Commerce, as Administrative Agent		12/28/2004	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atrium Companies, Inc.		
<b>Street Address:</b>	3890 W. Northwest Highway		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75220		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2859535	ATRIUM WINDOWS AND DOORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0534		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		

**CH \$40.00 2859535**

**900160571**

**TRADEMARK  
 REEL: 004193 FRAME: 0385**

Signature:	/gdg/
Date:	04/27/2010
Total Attachments: 4 source=CIBC Release#page1.tif source=CIBC Release#page2.tif source=CIBC Release#page3.tif source=CIBC Release#page4.tif	

## RELEASE OF SECURITY AGREEMENT

**THIS RELEASE OF SECURITY AGREEMENT** (this "Release") is made as of December 28, 2004 (the "Effective Date") by and between Atrium Companies, Inc. as Borrower and the Guarantors party to the Security Agreement (collectively, the "Pledgors"), and Canadian Imperial Bank of Commerce, as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Administrative Agent").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement, dated as of December 10, 2003 among the Pledgors and the Administrative Agent (the "Security Agreement"), the Pledgors pledged, assigned and granted to the Administrative Agent a continuing first priority security interest in all of its right, title and interest in and to the Pledged Collateral (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule 1 hereto (collectively, the "Trademarks"), the patent registrations and applications set forth on Schedule 2 hereto (collectively, the "Patents"), and the copyright registrations and applications set forth on Schedule 3 hereto (collectively, the "Copyrights"), together with the goodwill associated therewith;

**WHEREAS**, Pledgors and the Administrative Agent entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of December 10, 2003, as amended September 1, 2004 by and among the Pledgors and the Administrative Agent (the "Credit Agreement")

**WHEREAS**, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on January 16, 2004 at Reel 002903, Frame 0044 and the Security Agreement relating to Patents was recorded with the Patents Division of the U.S. Patent & Trademark Office on January 16, 2004 at Reel 014926, Frame 0591;

**AND WHEREAS**, The Borrower has paid in full all of its outstanding Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Pledged Collateral, without warranty or recourse.

If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Pledged Collateral, it hereby assigns and transfers such rights, title or interest to Pledgors.

The Administrative Agent shall take all further actions, and provide to Pledgors and each of its 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), requested by Pledgors 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:

Canadian Imperial Bank of Commerce, as Administrative Agent

By: William J. Kedia  
Name: William J. Kedia, Jr.  
Title: Managing Director

Schedule 1

**LIST OF TRADEMARKS (ATRIUM COMPANIES, INC.)**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Atrium Companies, Inc.	<b>Registered Trademark</b>  U.S. Registration No. 2,497,434 (Class 19)  Mexico Registration Nos. 757967, 757965, and 757966  <b>Pending Trademark Ap- plication</b>  Serial No. [not yet issued by USPTO] (Class 6)	<b>ATRIUM</b>
Atrium Companies, Inc.	<b>Registered Trademark</b>  Mexico Registration No. 781655	<b>ATRIUM (and DESIGN)</b>
Atrium Companies, Inc.	<b>Registered Trademark</b>  U.S. Registration No. 2, 859,535	<b>ATRIUM WINDOWS AND DOORS</b>
Atrium Companies, Inc.	<b>Registered Trademark</b>  U.S. Registration No. 2,868546	<b>BEST BUILT</b>
Atrium Companies, Inc.	<b>Registered Trademark</b>  U.S. Registration No. 2,859,534	<b>IMPROVING YOUR VIEW OF THE WORLD</b>
Atrium Companies, Inc.	<b>Registered Trademark</b>  U.S. Registration No. 2,285,170	<b>MASTerview</b>

OWNER	REGISTRATION NUMBER	DESCRIPTION
Atrium Companies, Inc.	<b>Registered Trademark</b> Mexico Registration No. 773775	<b>MASTerview ATRIUM (and DESIGN)</b>
Atrium Companies, Inc.	<b>Registered Trademark</b> Mexico Registration No. 758516	<b>MASTerview BY ATRIUM (and DESIGN)</b>
Atrium Companies, Inc.	<b>Registered Trademark</b> Mexico Registration No. 757964	<b>MASTerview BY ATRIUM (and DESIGN)</b>
Atrium Companies, Inc.	<b>Registered Trademark</b> Mexico Registration No. 768612	<b>MASTerview BY ATRIUM (and DESIGN)</b>
Atrium Companies, Inc.	<b>Pending Trademark Application</b> Serial No. [not yet issued by USPTO]	<b>SAFE HARBOR</b>
Atrium Companies, Inc.	<b>Pending Trademark Application</b> Serial No. 76/565,814	<b>SCULPTURED SQUARES</b>
Atrium Companies, Inc.	<b>Registered Trademark</b> U.S. Registration No. 2,497,433 Mexico Registration Nos. 755310, 755311, and 755312	<b>THE ATRIUM DOOR</b>
Atrium Companies, Inc.	<b>Registered Trademark</b> U.S. Registration No. 2,310,940 Mexico Registration Nos. 757970, 757969, 757968	<b>THE FRENCH CLASSIC</b>