

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arch Windows, LLC		10/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3267127	WEST PALM SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-7311		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Janet W. Cho - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza - East Tower		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	46124.021141		
<b>NAME OF SUBMITTER:</b>	Janet W. Cho		
<b>Signature:</b>	/Janet W. Cho/		

CH \$40.00 3267127

**900175000**

**TRADEMARK**  
**REEL: 004304 FRAME: 0573**

Date:

10/27/2010

**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT  
(Arch Windows, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 5, 2010, by and between ARCH WINDOWS, LLC, a Delaware limited liability company (the "Pledgor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders and as collateral agent for the Secured Parties (the "Agent") pursuant to that certain Loan and Security Agreement, dated as of October 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Loan and Security Agreement"), among the Pledgor, certain affiliates of the Pledgor, each of the financial institutions party thereto from time to time as lenders and the Agent (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan and Security Agreement).

RECITALS:

Pursuant to the terms of the Loan and Security Agreement, the Pledgor has granted to the Agent a Lien upon and security interest in all General Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Pledgor's Trademarks and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Agent a Lien upon and continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (1) all trademark registrations and applications for trademark registration referred to in Schedule 1 annexed hereto (the "Trademarks"), together with the goodwill of the business symbolized thereby; and
- (2) all products and proceeds of the foregoing.

The Lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Agent pursuant to the Loan and Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

ARCH WINDOWS, LLC

By: 

Name: Grace Kurowska

Title: Chief Financial Officer, Vice President  
Secretary and Treasurer

AGENT:

BANK OF AMERICA, N.A., as the Agent

By: \_\_\_\_\_

Name: Robert J. Walker

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

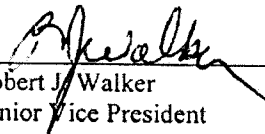
PLEDGOR:

ARCH WINDOWS, LLC

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

AGENT:

BANK OF AMERICA, N.A., as the Agent

By:  \_\_\_\_\_  
Name: Robert J. Walker  
Title: Senior Vice President

Schedule 1  
to  
Trademark Security Agreement

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Windows, LLC	WEST PALM SERIES	U.S.	76/668207 10/27/2006	3267127 7/24/2007