

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/16/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sun Arch Aluminum & Glass Finance Holding Corp.		
Street Address:	5200 Town Center Circle, Suite 470		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	0543004	AMARLITE	
Serial Number:	85079461	ARCH ARMOR BACK MIRROR	
Registration Number:	2845631	ARCH ARMOR BACK MIRROR	
Registration Number:	3036306	ARCH DECO GLASS	
Registration Number:	3175880	ARCH DECO GLASS	
Registration Number:	3006213	ARCH RESISTOR IMPACT SERIES	
Registration Number:	3218388	ARCH RESISTOR IMPACT SERIES	
Registration Number:	2807183	ARMOR BACK	
Registration Number:	3142594	CRYSTAL FROST	
Registration Number:	3154522	CUBE	
Registration Number:	3006212	FORMED IN THE EYE OF THE STORM	
Registration Number:	3018333	IFG 5000	
Registration Number:	3383748	IMPACT VIEW	
Registration Number:	3383749	IMPACT VIEW	

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TRADEMARK

Registration Number:	3142595	MIST
Registration Number:	3142592	MIST STRIPES
Registration Number:	2833978	RC ARCH ALUMINUM & GLASS CO. INC.
Registration Number:	3142593	STORM
Registration Number:	1722970	SUMIGLASS
Registration Number:	3602922	VISUAL BY ARCH DECO GLASS
Registration Number:	2908067	YOUR TRUE SINGLE SOURCE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11180-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/14/2011

Total Attachments: 6

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AGREEMENT REGARDING TRADEMARK SECURITY AGREEMENT
(Arch Aluminum & Glass, LLC)

THIS AGREEMENT REGARDING TRADEMARK SECURITY AGREEMENT ("Agreement") effective as of June 16, 2011 (the "Effective Date"), is executed by and between BANK OF AMERICA, N.A., a national banking association (the "Resigning Agent") and SUN ARCH ALUMINUM & GLASS FINANCE HOLDING CORP., in its capacities as administrative agent for the Lenders (as defined in the Loan Agreement) and as collateral agent for the Secured Parties (as defined in the Loan Agreement) under the Loan Agreement (as defined below) and the other Loan Documents (as defined in the Loan Agreement) (the "Successor Agent"). As used in this Agreement, unless otherwise defined or provided herein, all capitalized terms shall have the meanings therefor specified in the Loan Agreement (as defined below).

RECITALS:

A Arch Aluminum & Glass, LLC (the "Pledgor") and certain of its Subsidiaries and/or Affiliates as Borrowers and/or Guarantors, the financial institutions party thereto from time to time as Lenders and Bank of America, N.A., in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties, are parties to that certain Loan and Security Agreement dated as of October 5, 2010 (as amended, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, the Pledgor and Resigning Agent entered into a Trademark Security Agreement (the "Trademark Security Agreement") dated October 5, 2010.

C. Pursuant to the Trademark Security Agreement, the Pledgor granted to the Resigning Agent a Lien (as defined in the Trademark Security Agreement) upon and security interest in all of the Pledgor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications for trademark registration set forth on Schedule 1.

D. Immediately prior to the Agreement Regarding (1) Assignments Between Lenders, (2) Resignation of Agent and Appointment of Successor Agent, and (3) Related Matters (the "Assignment and Assumption Agreement"), effective as of the Effective Date, by and among the Resigning Agent, the Successor Agent and certain other parties but substantially concurrently therewith, each of Bank of America, N.A., Bank of America N.A. (acting through its Canada branch) and Burdale Capital Finance, Inc., which entities were previously the only U.S. Lenders and Canadian Lenders under the Loan Agreement, assigned its Revolver Loans, Revolver Commitments and Term Loans to the Assignee (collectively, the "Assignments"). As of the Effective Date and after giving effect to such assignments, Sun Arch Aluminum & Glass Finance Holding Corp. (the "Assignee") is the only Lender under the Loan Agreement.

E. In connection with the Assignments, and pursuant to the Assignment and Assumption Agreement, the Resigning Agent resigned as administrative agent for the Lenders and as collateral agent for the Secured Parties under the Loan Agreement and other Loan Documents and the Successor Agent was appointed as successor administrative agent for the Lenders and as successor collateral agent for the Secured Parties under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in connection with the resignation of the Resigning Agent and the appointment and acceptance of the Successor Agent pursuant to the Assignment and Assumption Agreement, and subject to the terms and conditions of the Assignment and Assumption Agreement, (i) the Resigning


Agent hereby (but subject to the proviso below) assigns to the Successor Agent any and all of the Resigning Agent's rights, powers, privileges, duties and obligations as administrative agent and/or as collateral agent under the Trademark Security Agreement and (ii) the Successor Agent hereby (A) assumes and is vested with all of the rights, powers, privileges, duties and obligations of the Resigning Agent in its capacities as administrative agent and/or collateral agent under the Trademark Security Agreement and (B) agrees (for the benefit of the Lenders only) to perform, in accordance with the terms thereof, all of such duties and obligations assumed; provided, however, that such assignment by the Resigning Agent is made without recourse and without representation or warranty of any nature whatsoever (other than as provided in Paragraph 6(b) of the Assignment and Assumption Agreement).

Signature Page Follows

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

Resigning Agent:

BANK OF AMERICA, N.A.

By: 
Name: Robert B. H. Moore
Title: Senior Vice President

Successor Agent:

SUN ARCH ALUMINUM & GLASS FINANCE
HOLDING CORP

By: _____
Name: _____
Title: _____

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

Resigning Agent:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Successor Agent:

SUN ARCH ALUMINUM & GLASS FINANCE
HOLDING CORP

By: _____ 

Name: Aaron P. Wolfe


Title: Vice President

Signature Page
Agreement Regarding Trademark Security Agreement
(Arch Aluminum & Glass, LLC)

TRADEMARK
REEL: 004582 FRAME: 0802

Schedule 1

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	AMARLITE	U.S.	71/583461 8/15/1949	0543004 5/29/1951
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	85/079461 7/7/2010	
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	76/368002 2/7/2002	2845631 5/25/2004
Arch Aluminum & Glass, LLC	ARCH DECO GLASS	U.S.	76/564148 12/9/2003	3036306 12/27/2005
Arch Aluminum & Glass, LLC	ARCH DECO GLASS and Design 	U.S.	76/647701 9/30/2005	3175880 11/28/2006
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES	U.S.	76/491113 2/19/2003	3006213 10/11/2005
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES and Design 	U.S.	76/504369 4/8/2003	3218388 3/13/2007
Arch Aluminum & Glass, LLC	ARMOR BACK	U.S.	76/366885 2/5/2002	2807183 1/20/2004
Arch Aluminum & Glass, LLC	CRYSTAL FROST	U.S.	76/577484 2/25/2004	3142594 9/12/2006
Arch Aluminum & Glass, LLC	CUBE	U.S.	76/577482 2/25/2004	3154522 10/10/2006
Arch Aluminum & Glass, LLC	FORMED IN THE EYE OF THE STORM	U.S.	76/491111 2/19/2003	3006212 10/11/2005
Arch Aluminum & Glass, LLC	IFG 5000	U.S.	76/573107 1/30/2004	3018333 11/22/2005

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	IMPACT VIEW	U.S.	76/670456 12/18/2006	3383748 2/19/2008
Arch Aluminum & Glass, LLC	IMPACTVIEW and Design <i>ImpactVIEW</i>	U.S.	76/670457 12/18/2006	3383749 2/19/2008
Arch Aluminum & Glass, LLC	MIST	U.S.	76/577485 2/25/2004	3142595 9/12/2006
Arch Aluminum & Glass, LLC	MIST STRIPES	U.S.	76/577481 2/25/2004	3142592 9/12/2006
Arch Aluminum & Glass, LLC	RC ARCH ALUMINUM & GLASS CO. INC. and Design 	U.S.	76/499778 3/24/2003	2833978 4/20/2004
Arch Aluminum & Glass, LLC	STORM	U.S.	76/577483 2/25/2004	3142593 9/12/2006
Arch Aluminum & Glass, LLC	SUMIGLASS	U.S.	74/169516 5/23/1991	1722970 10/6/1992
Arch Aluminum & Glass, LLC	VISUAL BY ARCH DECO GLASS	U.S.	76/668916 11/13/2006	3602922 4/7/2009
Arch Aluminum & Glass, LLC	YOUR TRUE SINGLE SOURCE	U.S.	76/564149 12/9/2003	2908067 12/7/2004