

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Agreement recorded at R/F 4607/0603		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association as Collateral Agent		03/18/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	500 West Monroe Street		
Internal Address:	c/o GE Antares		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3095595	C.H.I.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039112-0090		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$40.00 3095595

Signature:	/s/ Angela M. Amaru
Date:	03/18/2013
Total Attachments: 7 source=CHI Assignment and Assumption Agr 039112-0090#page1.tif source=CHI Assignment and Assumption Agr 039112-0090#page2.tif source=CHI Assignment and Assumption Agr 039112-0090#page3.tif source=CHI Assignment and Assumption Agr 039112-0090#page4.tif source=CHI Assignment and Assumption Agr 039112-0090#page5.tif source=CHI Assignment and Assumption Agr 039112-0090#page6.tif source=CHI Assignment and Assumption Agr 039112-0090#page7.tif	

ASSIGNMENT AND ASSUMPTION

Reference is made to (i) the Second Lien Credit Agreement, dated as of August 17, 2011 (as amended on August 15, 2012, the "Existing Credit Agreement"), by and among C. H. I. Overhead Doors, Inc., an Illinois corporation (the "Borrower"), CHI Doors Holding Corp. ("Holdings"), C.H.I. Doors Holdings, Inc. ("Intermediate Holdings"), Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent for the lenders thereunder (the "Administrative Agent") and as collateral agent for the secured parties (the "Collateral Agent"), and the other agents, lenders and parties from time to time party thereto; (ii) the Second Lien Pledge and Security Agreement (the "Existing Security Agreement"), dated as of August 17, 2011, by and among the Borrower, Holdings, Intermediate Holdings, the other guarantors from time to time party thereto, and Wells Fargo, as Collateral Agent, (iii) the Patent Security Agreement, dated as of August 17, 2011, entered into by the Borrower in favor of Wells Fargo, as Collateral Agent (the "Patent Security Agreement"), and (iv) the Trademark Security Agreement, dated as of August 17, 2011, entered into by Borrower in favor of Wells Fargo, as Collateral Agent (the "Trademark Security Agreement" and, together with the Patent Security Agreement, the "Intellectual Property Security Agreements").

WHEREAS, pursuant to the Patent Security Agreement, which was recorded with the U.S. Patent and Trademark Office on August 18, 2011 at Reel 026774, Frame 0917, the Borrower pledged and granted to Wells Fargo 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 Borrower in and to the Pledged Collateral (as defined in the Security Agreement) set forth therein, including the patents listed on Schedule A hereto;

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office on August 18, 2011 at Reel 004607, Frame 0603, the Borrower pledged and granted to Wells Fargo 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 Borrower in and to the Pledged Collateral set forth therein, including the trademark registration listed on Schedule B hereto, together with all Goodwill (as defined in the Security Agreement) connected with the use thereof and symbolized thereby;

WHEREAS, Wells Fargo delivered a notice of resignation and assignment authorization to the lenders and the Borrower providing notice of its resignation as Collateral Agent pursuant to and in accordance with Section 10.06 of the Existing Credit Agreement, and in connection therewith, the lenders appointed General Electric Capital Corporation ("GECC") as successor Collateral Agent pursuant to the notice of resignation and assignment authorization, dated as of March 18, 2013 (the "Assignment"); and

WHEREAS, Wells Fargo and GECC have agreed to execute this Assignment and Assumption to evidence the transfer and assignment of Wells Fargo's interest in the Intellectual Property Agreements for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Wells Fargo and GECC hereby agree as follows:

The effective date of this Assignment and Assumption shall be March 18, 2013 (the "Effective Date").

As of the Effective Date, Wells Fargo hereby irrevocably assigns to GECC, and GECC hereby assumes from Wells Fargo, the Intellectual Property Security Agreements and all rights, remedies, obligations and other interests of Wells Fargo thereunder.

From and after the Effective Date, (a) each reference in the Intellectual Property Security Agreements to "Collateral Agent" shall be deemed to be a reference to GECC, in its capacity as successor Collateral Agent, (b) GECC shall have the rights, remedies and obligations of the Collateral Agent under the Intellectual Property Security Agreements and shall be bound by the provisions thereof, and (b) Wells Fargo shall relinquish its rights and remedies and be released from its obligations under the Intellectual Property Security Agreements except for the rights and protections which survive the assignment set forth herein.

This Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

This Assignment and Assumption may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Assignment and Assumption to be executed by its duly authorized officer as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: **Alfredo Wang**
Title: **Duly Authorized Signatory**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Acknowledged and Accepted:

C. H. I. OVERHEAD DOORS, INC.

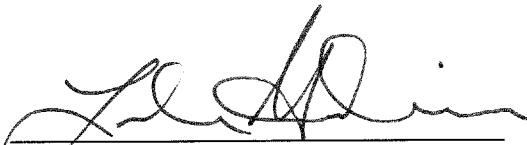
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned have caused this Assignment and Assumption to be executed by its duly authorized officer as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Luke Harbinson
Title: Vice President

Acknowledged and Accepted:

C. H. I. OVERHEAD DOORS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned have caused this Assignment and Assumption to be executed by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: _____
Name:
Title:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

Acknowledged and Accepted:

C. H. I. OVERHEAD DOORS, INC.

By: *Patrick J. Knoll*
Name: Patrick Knoll
Title: Chief Financial Officer

SCHEDULE A
to
ASSIGNMENT AND ASSUMPTION

PATENTS

TITLE	PATENT NUMBER
OVERHEAD DOOR	D499,815 S
OVERHEAD DOOR	D500,857 S
OVERHEAD DOOR	D501,563 S

SCHEDULE B
to
ASSIGNMENT AND ASSUMPTION

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER
C.H.I.	3,095,595