

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Lakes Window, Inc.		01/30/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2882064	A BEAUTIFUL WELCOME HOME	
Registration Number:	3151937	BAYSHORE	
Registration Number:	2915263		
Registration Number:	1874924	EASY-CLEAN	
Registration Number:	3038260	EUROGLIDE	
Registration Number:	2752268	FIBERBEAM	
Registration Number:	3238008	GRANDVIEW	
Registration Number:	1374796	GREAT LAKES	
Registration Number:	2854628	GREAT LAKES GOLD	
Registration Number:	3042234	HI R+PLUS	
Registration Number:	2752313	INFINI-TRIM	
Registration Number:	2934657	MAXUUS	
Registration Number:	3252301	PLYGEM LIFESTYLES	
Registration Number:	1715792	R-CORE	
Registration Number:	3217986	REGAL	
Registration Number:	3068753	SAFE HAVEN	
Registration Number:	3110445	SEABROOKE	
Registration Number:	1865795	UNIFRAME	
CORRESPONDENCE DATA			
		TRADEMARK	

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39309
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	03/14/2014
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Total Attachments: 4

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Collateral Agreement*”) dated as of January 30, 2014, is made by Great Lakes Window, Inc. (the “*Grantor*”) in favor of Credit Suisse AG, as Collateral Agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Ply Gem Industries, Inc., a Delaware corporation (the “*Borrower*”) and Ply Gem Holdings, Inc., Delaware corporation (the “*Parent*”) have entered into a Credit Agreement dated as of January 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Credit Suisse AG, as Administrative Agent and Collateral Agent. Terms defined in the Guarantee and Collateral Agreement (as defined below) and Credit Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement and Credit Agreement, as applicable.

WHEREAS, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2014, among the Grantor, the Parent, Subsidiaries of the Parent party thereto, and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (a) the patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto as set forth in Schedule A hereto (the “*Patents*”);
- (b) the trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, set forth in Schedule B hereto (the “*Trademarks*”); and

- (c) the copyrights, including, without limitation, copyrights in computer software, internet web sites and the content thereof, whether registered or unregistered as set forth in Schedule C hereto (the “*Copyrights*”).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Collateral Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Collateral Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

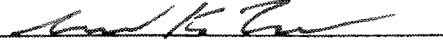
SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement dated as of January 30, 2014, among UBS AG, Stamford Branch, as Revolving Facility Collateral Agent referred to therein; Credit Suisse AG, as Term Facility Collateral Agent referred to therein; Ply Gem Industries, Inc.; Ply Gem Holdings, Inc.; and the other subsidiaries of Ply Gem Industries, Inc. named therein (the “*Intercreditor Agreement*”). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, the Grantor has caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GREAT LAKES WINDOW, INC.

By: 
Name: Shawn K. Poe
Title: Vice President and Secretary

[Signature Page - Intellectual Property Collateral Agreement]

SCHEDULE B**TRADEMARKS**

GRANTOR	MARK NAME	CTRY	APPL NO	APPL DATE	REG NO	REG DATE
Great Lakes Window, Inc.	A BEAUTIFUL WELCOME HOME	US	76/098,565	07/28/2000	2,882,064	09/07/2004
Great Lakes Window, Inc.	BAYSHORE	US	78/512,298	11/05/2004	3,151,937	10/03/2006
Great Lakes Window, Inc.	DESIGN (lighthouse)	US	78/264,593	06/19/2003	2,915,263	12/28/2004
Great Lakes Window, Inc.	EASY-CLEAN	US	74/150,026	03/22/1991	1,874,924	01/17/1995
Great Lakes Window, Inc.	EUROGLIDE	US	76/594,229	05/21/2004	3,038,260	01/03/2006
Great Lakes Window, Inc.	FIBERBEAM (and design)	US	76/412,630	05/22/2002	2,752,268	08/19/2003
Great Lakes Window, Inc.	GRANDVIEW	US	78/491,508	09/29/2004	3,238,008	05/01/2007
Great Lakes Window, Inc.	GREAT LAKES	US	73/542,409	06/11/1985	1,374,796	12/10/1985
Great Lakes Window, Inc.	GREAT LAKES GOLD (stylized)	US	76/447,866	09/09/2002	2,854,628	06/15/2004
Great Lakes Window, Inc.	HI R+PLUS	US	76/531,247	07/23/2003	3,042,234	01/10/2006
Great Lakes Window, Inc.	INFINI-TRIM	US	76/421,368	06/12/2002	2,752,313	08/19/2003
Great Lakes Window, Inc.	MAXUUS	US	76/598,067	06/15/2004	2,934,657	03/22/2005
Great Lakes Window, Inc.	PLYGEM LIFESTYLES	US	78/512,334	11/05/2004	3,252,301	06/12/2007
Great Lakes Window, Inc.	R-CORE	US	74/239,986	01/24/1992	1,715,792	09/15/1992
Great Lakes Window, Inc.	REGAL	US	78/891,043	05/24/2006	3,217,986	03/13/2007
Great Lakes Window, Inc.	SAFE HAVEN	US	76/572,679	01/26/2004	3,068,753	03/14/2006
Great Lakes Window, Inc.	SEABROOKE	US	78/512,380	11/05/2004	3,110,445	06/27/2006
Great Lakes Window, Inc.	UNIFRAME	US	74/459,740	11/19/1993	1,865,795	12/06/1994

TRADEMARK**RECORDED: 03/14/2014****REEL: 005237 FRAME: 0729**