

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307706

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ply Gem Industries, Inc.		11/01/2013	CORPORATION: DELAWARE
Ply Gem Holdings, Inc.		11/01/2013	CORPORATION: DELAWARE
New Alenco Window, Ltd.		11/01/2013	LIMITED PARTNERSHIP: TEXAS
New Glazing Industries, Ltd.		11/01/2013	LIMITED PARTNERSHIP: TEXAS
New Alenco Extrusion, Ltd.		11/01/2013	LIMITED PARTNERSHIP: TEXAS
Alenco Building Products Management, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alenco Extrusion GA, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alenco Extrusion Management, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alenco Holding Corporation		11/01/2013	CORPORATION: DELAWARE
Alenco Interests, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Alenco Trans, Inc.		11/01/2013	CORPORATION: DELAWARE
Alenco Window GA, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Aluminum Scrap Recycle, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
AWC Arizona, Inc.		11/01/2013	CORPORATION: DELAWARE
AWC Holding Company		11/01/2013	CORPORATION: DELAWARE
Foundation Labs by Ply Gem, LLC		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Glazing Industries Management, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
Great Lakes Window, Inc.		11/01/2013	CORPORATION: OHIO
Kroy Building Products, Inc.		11/01/2013	CORPORATION: DELAWARE
Mastic Home Exteriors, Inc.		11/01/2013	CORPORATION: OHIO
MW Manufacturers Inc.		11/01/2013	CORPORATION: DELAWARE
MWM Holding, Inc.		11/01/2013	CORPORATION: DELAWARE
Napco, Inc.		11/01/2013	CORPORATION: DELAWARE
Ply Gem Pacific Windows Corporation		11/01/2013	CORPORATION: DELAWARE

**TRADEMARK**

**900292247**

**REEL: 005302 FRAME: 0900**

**CH \$615.00 85685422**

Name	Formerly	Execution Date	Entity Type
Variform, Inc.		11/01/2013	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch, as agent
<b>Street Address:</b>	677 Washington Blvd.
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	The Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve: SWITZERLAND

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	85685422	CEDAR DIMENSIONS
Serial Number:	86060104	CEDAR EVOLUTIONS
Registration Number:	4365328	ECLIPSE
Registration Number:	4039439	LEAF RELIEF SNAP TIGHT
Serial Number:	85396696	EOVATIONS
Serial Number:	86060224	PASSAGE
Serial Number:	86032232	PREVIEW
Registration Number:	4238818	STRUCTURE HOME INSULATION SYSTEM
Registration Number:	4055116	TORNADO-TOUGH, DOUBLE-THICK NAIL HEM
Registration Number:	3932094	TRIM SHEET
Serial Number:	86055869	TIMBER PLANK
Registration Number:	4354559	TRIAD PLUS
Serial Number:	85452330	CLIP N' GUARD
Serial Number:	85318415	DESIGNED EXTERIOR
Serial Number:	85776071	PLY PAK
Serial Number:	85770709	REPLACING WOOD FOR GOOD
Registration Number:	4280593	TRUE STACK
Serial Number:	86060204	HUNTINGTON COAST
Registration Number:	4238864	NORTH RIDGE
Registration Number:	4094506	TRIPLE BOW
Registration Number:	4179984	TRUEWALL TRUE TO YOU. TRUE TO YOUR CRAFT
Registration Number:	4094507	VORTEX EXTREME
Registration Number:	4109802	WEATHER WARRIOR
Registration Number:	3928637	CHARLESTON BEADED

**CORRESPONDENCE DATA**

**TRADEMARK**  
**REEL: 005302 FRAME: 0901**

**Fax Number:** 3125585700

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 312 558-6352

**Email:** lkonrath@winston.com

**Correspondent Name:** Laura Konrath

**Address Line 1:** 35 W Wacker Drive

**Address Line 2:** Winston & Strawn LLP, Suite 4200

**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	83507-52
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<b>NAME OF SUBMITTER:</b>	Laura Konrath
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<b>SIGNATURE:</b>	/Laura Konrath/
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<b>DATE SIGNED:</b>	06/16/2014
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**Total Attachments: 10**

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated November 1, 2013, is made by Ply Gem Industries, Inc., a Delaware corporation (the “*Specified U.S. Borrower*”), Ply Gem Holdings, Inc., a Delaware Corporation (“*Holdings*”) and the Subsidiaries of Holdings listed on the Annex hereto (the “*Subsidiaries*”, and together with the Specified U.S. Borrower and Holdings, the “*Grantors*”) in favor of UBS AG, Stamford Branch, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Specified U.S. Borrower and the other Loan Parties party thereto entered into that certain Credit Agreement dated as of January 26, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Original Credit Agreement*”), with UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, and the agents and Lenders party thereto.

WHEREAS, the Specified U.S. Borrower, the other Loan Parties party thereto, UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, the Lenders party thereto and the agents party thereto are concurrently herewith amending and restating the Original Credit Agreement pursuant to that certain Amended and Restated Credit Agreement, dated on or about the date hereof (as amended, modified and supplemented from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Grantor party thereto executed and delivered that certain Security Agreement dated January 26, 2011, made by the Grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Reaffirmation of U.S. Security Agreement dated on or about the date hereof.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office and other governmental authorities.

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

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

(a) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such 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 a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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 Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

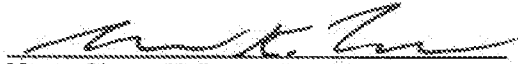
**Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement dated as of February 11, 2011, among UBS AG, Stamford Branch, as Collateral Agent for the Revolving Facility Secured Parties referred to therein, Wells Fargo Bank, National Association, as Trustee and as Noteholder Collateral Agent, Ply Gem Holdings, Inc., Ply Gem Industries, Inc. and the subsidiaries of Ply Gem Industries, Inc. named therein (the "Intercreditor Agreement"). Notwithstanding any other provision contained herein, this IP Security 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 IP Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.**

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

PLY GEM INDUSTRIES, INC.

by



Name: Shawn K. Poe  
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

PLY GEM HOLDINGS, INC.

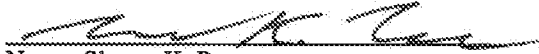
by



Name: Shawn K. Poe  
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

EACH OF THE SUBSIDIARIES LISTED ON THE ANNEX HERETO

by

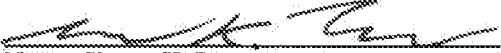


Name: Shawn K. Poe  
Title: Vice President

NEW ALENCO WINDOW, LTD.

By: Alenco Building Products Management, L.L.C., its General Partner,

by

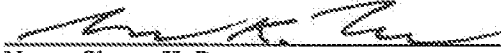


Name: Shawn K. Poe  
Title: Vice President

NEW GLAZING INDUSTRIES, LTD.

By: Glazing Industries Management, L.L.C., its General Partner,

by



Name: Shawn K. Poe  
Title: Vice President

NEW ALENCO EXTRUSION, LTD.

By: Alenco Extrusion Management, L.L.C., its  
General Partner,

by

A handwritten signature in black ink, appearing to read "Shawn K. Poe", is written over a horizontal line.

Name: Shawn K. Poe  
Title: Vice President

[Signature Page – Ply Gem U.S. Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005302 FRAME: 0907**



## Annex to U.S. Intellectual Property Security Agreement

Alenco Building Products Management, L.L.C.
Alenco Extrusion GA, L.L.C.
Alenco Extrusion Management, L.L.C.
Alenco Holding Corporation
Alenco Interests, L.L.C.
Alenco Trans, Inc.
Alenco Window GA, L.L.C.
Aluminum Scrap Recycle, L.L.C.
AWC Arizona, Inc.
AWC Holding Company
Foundation Labs by Ply Gem, LLC
Glazing Industries Management, L.L.C.
Great Lakes Window, Inc.
Kroy Building Products, Inc.
Mastic Home Exteriors, Inc.
MW Manufacturers Inc.
MWM Holding, Inc.
Napco, Inc.
New Alenco Extrusion, Ltd.
New Alenco Window, Ltd.
New Glazing Industries, Ltd.
Ply Gem Pacific Windows Corporation
Variform, Inc.

SCHEDULE A

PATENTS

OWNER	TITLE	CNTRY	APPL NO	APPL DATE	PATENT NO	GRANT DATE	STATUS
Kroy Building Products, Inc.		US	09/699,716	10/30/2000	6,682,056	01/27/2004	Granted
Ply Gem Industries, Inc.	Common Window Frame	US	61/820,933	05/08/2013			Filed
Ply Gem Industries, Inc.	Composite Exterior Siding Panel With Interlock	US	13/336,327	12/23/2011			Filed
Ply Gem Industries, Inc.	Connection System For Meeting Rail Of Window	US	61/865,798	08/14/2013			Filed
Ply Gem Industries, Inc.	Connection System for Meeting Rail of Window	US	61/746,220	12/27/2012			Filed
Ply Gem Industries, Inc.	Inside Box Miter	US	61/708,286	10/01/2012			Filed
Ply Gem Industries, Inc.	Lightweight Polymer Concrete Composition	US	61/805,351	03/26/2013			Filed
Ply Gem Industries, Inc.	Pre-Cast Blocks for Use in Column Construction	US	13/030,021	02/17/2011			Filed
Ply Gem Industries, Inc.	Quick Release Screen Clips	US	61/738,783	12/18/2012			Filed
Ply Gem Industries, Inc.	Tilt Latch for Window	US	61/746,222	12/27/2012			Filed

## TRADEMARKS

CURRENT OWNER	MARK NAME	CNTRY	CLASS	APPL NO	APPL DATE	REG NO	REG DATE	STATUS
Great Lakes Window, Inc.	GREAT LAKES	OH	009	TM13043	11/29/1989	TM13043	11/29/1989	Registered
Mastic Home Exteriors, Inc.	CEDAR DIMENSIONS	US	019	85/685,422	07/24/2012			Filed
Mastic Home Exteriors, Inc.	CEDAR EVOLUTIONS	US	019	86/060,104	09/10/2013			Filed
Mastic Home Exteriors, Inc.	ECLIPSE	US	019	85/429,236	09/22/2011	4,365,328	07/09/2013	Registered
Mastic Home Exteriors, Inc.	LEAF RELIEF SNAP TIGHT	US	006	85/078,457	07/06/2010	4,039,439	10/11/2011	Registered
Mastic Home Exteriors, Inc.	Opposition - EO VATIONS	US		85/396,696	08/12/2011			Filed
Mastic Home Exteriors, Inc.	PASSAGE	US	019	86/060,224	09/10/2013			Filed
Mastic Home Exteriors, Inc.	PreView	US	019	86/032,232	08/08/2013			Filed
Mastic Home Exteriors, Inc.	STRUCTURE HOME INSULATION SYSTEM	US	019	85/395,322	08/11/2011	4,238,818	11/06/2012	Registered
Mastic Home Exteriors, Inc.	TORNADO-TOUGH, DOUBLE-THICK NAIL HEM	US	019	85/150,671	10/12/2010	4,055,116	11/15/2011	Registered
Mastic Home Exteriors, Inc.	TRIM SHEET	US	006	77/869,073	11/10/2009	3,932,094	03/15/2011	Registered
Napco, Inc.	TIMBER PLANK	US	019	86/055,869	09/04/2013			Filed
Napco, Inc.	TRIAD PLUS	US	019	85/383,089	07/28/2011	4,354,559	06/18/2013	Registered
Ply Gem Industries, Inc.	CLIP N' GUARD	US	006	85/452,330	10/20/2011			Filed
Ply Gem Industries, Inc.	DESIGNED EXTERIOR	US	006; 019; 042	85/318,415	05/11/2011			Filed
Ply Gem Industries, Inc.	PLY PAK	US	019	85/776,071	11/09/2012			Filed
Ply Gem Industries, Inc.	REPLACING WOOD FOR GOOD	US	019	85/770,709	11/02/2012			Filed

**SCHEDULE B**

Ply Gem Industries, Inc.	TRUE STACK	US	019	85/462,426	11/02/2011	4,280,593	01/22/2013	Registered
Variform, Inc.	HUNTINGTON COAST	US	019	86/060,204	09/10/2013			Filed
Variform, Inc.	NORTH RIDGE	US	019	85/403,385	08/22/2011	4,238,864	11/06/2012	Registered
Variform, Inc.	TRIPLE BOW	US	019	85/173,352	11/10/2010	4,094,506	01/31/2012	Registered
Variform, Inc.	TRUEWALL TRUE TO YOU. TRUE TO YOUR CRAFT. BY PLY GEM	US	019	85/106,902	08/13/2010	4,179,984	07/24/2012	Registered
Variform, Inc.	VORTEX EXTREME	US	019	85/173,355	11/10/2010	4,094,507	01/31/2012	Registered
Variform, Inc.	WEATHER WARRIOR	US	019	85/173,362	11/10/2010	4,109,802	03/06/2012	Registered
Napco, Inc.	PROVIDENCE (word mark)	CA	019	1540559	08/22/2011			Filed
Ply Gem Pacific Windows Corporation	insulate.com	US				Domain Name		Filed
Variform, Inc.	NORTH RIDGE	CA		1540666	08/22/2011			Filed
Variform, Inc.	VARIFORM	CA		1568799	03/14/2012			Filed
Mastic Home Exteriors, Inc.	CHARLESTON BEADED	US	019	85/088,427	07/20/2010	3,928,637	03/08/2011	Registered

**COPYRIGHTS AND COPYRIGHT LICENSES**

**Copyright Licenses**

1. Adobe Photoshop and CS
2. NXPowerLite
3. McAfee Anti-virus
4. Malwarebytes Anti-Malware
5. CorpTax
6. WinZip
7. IBM WebSphere Portal
8. IBM Tivoli Storage Manager
9. InsightSoftware – Insight License Agreement
10. Vendavo
11. IBM Sterling B2B Services and MW manufactures dated 9/26/13
12. Software License Agreement between Red Hat and Ply Gem Windows (Various JBoss, Linux, et al.)
13. Software License Agreement between CerEm J.V.M. Software Ltd. and Alenco Holding Corporation dated 2/13/12
14. Software License Agreement between Hawkeye Information Systems and Great Lakes Window from Patriot Manufacturing
15. Software License Agreement between Hawkeye Information Systems and MW Manufacturers Inc
16. Software License Agreement between Great Lakes Window and Loftware
17. Software License Agreement between Alenco Holding Corp and Loftware
18. Software License Agreement between Alenco Holding Corp and AnyDoc Software
19. Software License Agreement between MW Manufacturers Inc and Atlassian Software Systems