

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simonton Building Products LLC		10/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	is 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: 32			
Property Type	Number	Word Mark	
Registration Number:	4343441	ASURE	
Registration Number:	3958490	DECORUM	
Registration Number:	3208627	EPOPS	
Registration Number:	4422850	HERO GLASS	
Registration Number:	1927856	LAP-LOK	
Registration Number:	4419504	LOCKAPPEAL TECHNOLOGY	
Registration Number:	4466779	LUMERA	
Registration Number:	2149156	LUMINESS	
Registration Number:	2100126	PROFINISH	
Registration Number:	4246761	PRONETWORK	
Registration Number:	3424073	PROSOLAR	
Registration Number:	2254265	REFLECTIONS	
Registration Number:	3938511	RESONANCE	
Registration Number:	2150570	S	
Registration Number:	4463391	SAFEPOINT	
Registration Number:	4343620	SEE MORE. GET MORE.	
Registration Number:	2659787	SENSOR GLASS	
Registration Number:	4149337	SIMONTON	
TRADEMARK			

CH \$815.00 4343441

Property Type	Number	Word Mark
Registration Number:	2432198	SIMONTON IMPRESSIONS
Registration Number:	4246762	SIMONTON PRONETWORK
Registration Number:	1967872	SIMONTON SILL
Registration Number:	3114115	SIMONTON STORMBREAKER PLUS
Registration Number:	2089142	SIMONTON WINDOWS
Registration Number:	1959849	SIMONTON WINDOWS
Registration Number:	3739599	SPECTRACLEAR
Registration Number:	3686516	STORMBLOCKER
Registration Number:	2754029	STORMBREAKER
Registration Number:	3276934	STORMBREAKER PLUS
Registration Number:	3267369	STORMBREAKER PLUS
Registration Number:	3392803	THE SIMONTON SOLAR SYSTEM
Registration Number:	4218499	VANTAGEPOINTE
Registration Number:	2421676	WE MAKE LASTING IMPRESSIONS

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER: 83507-52

NAME OF SUBMITTER: Laura Konrath

SIGNATURE: /Laura Konrath/

DATE SIGNED: 10/09/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated October 3, 2014, is made by the Person listed on the signature page hereof (the "Grantor") 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, Ply Gem Industries, Inc., a Delaware corporation (the "Specified U.S. Borrower") and the other Loan Parties party thereto have entered into a Amended and Restated Credit Agreement dated as of November 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 26, 2011, made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "Additional 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 the 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 the 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 Additional Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. The 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 Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

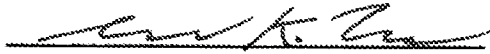
Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement dated as of January 30, 2014, among UBS AG, Stamford Branch, as Revolving Facility Collateral Agent referred to therein; Credit Suisse AG, as Term Facility Collateral Agent referred to therein; Ply Gem 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 Supplement, 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 Supplement 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 Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SIMONTON BUILDING PRODUCTS LLC

By 

Name: Shawn K. Poe

Title: Vice President, Secretary and
Treasurer

Address: 3948 Townsfair Way, Suite
200, Columbus, Ohio 43219

TRADEMARK

REEL: 005378 FRAME: 0786

SCHEDULE A**PATENTS**

TITLE	APPL NO	APPL DATE	PATENT NO	GRANT DATE
WINDOW TRIM CLIP	09/047,421	3/25/1998	6,044,611	4/4/2000
PIVOTABLE MUNTIN BAR CLIP	09/081,258	5/19/1998	6,128,871	10/10/2000
ONE-PIECE INJECTION MOLDED WINDOW FRAME AND SASH	10/068,180	2/6/2002	6,749,797	6/15/2004
SYSTEM AND METHOD FOR IN-LINE PRODUCTION OF INSULATED GLASS UNITS FOR CUSTOM WINDOWS	10/738,019	12/17/2003	7,246,423	7/24/2007
IMPACT RESISTANT TILT WINDOW ASSEMBLY	10/835,738	4/30/2004	7,415,797	8/26/2008
HIGH STRUCTURAL LOAD WINDOW SASH LATCH	11/029,855	1/5/2005	7,363,747	4/29/2008
METHOD AND APPARATUS FOR EDGE SEALING OF FOAM BOARDS	13/924,012	6/21/2013	***	***
SASH LOCK AND KEEPER	13/955,592	7/31/2013	***	***

SCHEDULE B**TRADEMARKS****U.S. Registered Trademarks and Applications**

MARK NAME	APPL NO	APPL DATE	REG NO	REG DATE
ASURE	85/532,526	2/2/2012	4,343,441	5/28/2013
DECORUM	77/765,283	6/22/2009	3,958,490	5/10/2011
EPOPS	78/860,648	4/13/2006	3,208,627	2/13/2007
HERO GLASS	85/687,997	7/26/2012	4,422,850	10/22/2013
LAP-LOK	74/578,744	9/26/1994	1,927,856	10/17/1995
LOCKAPPEAL TECHNOLOGY	85/658,074	6/21/2012	4,419,504	10/15/2013
LUMERA	85/222,212	1/20/2011	4,466,779	1/14/2014
LUMINESS	75/246,495	2/24/1997	2,149,156	4/7/1998
PROFINISH	75/033,020	12/15/1995	2,100,126	9/23/1997
PRONETWORK	85/310,863	5/3/2011	4,246,761	11/20/2012
PROSOLAR	78/490,666	9/28/2004	3,424,073	5/6/2008
REFLECTIONS	75/325,980	7/17/1997	2,254,265	6/15/1999
RESONANCE	77/765,278	6/22/2009	3,938,511	3/29/2011
S (STYLIZED)	75/240,984	2/13/1997	2,150,570	4/14/1998
SAFEPOINT	85/599,174	4/16/2012	4,463,391	1/7/2014
SEE MORE. GET MORE.	85/554,868	2/28/2012	4,343,620	5/28/2013
SENSOR GLASS	75/460,068	4/1/1998	2,659,787	12/10/2002
SIMONTON	85/414,565	9/2/2011	4,149,337	5/29/2012
SIMONTON IMPRESSIONS	75/658,235	3/11/1999	2,432,198	2/27/2001
SIMONTON PRONETWORK	85/310,867	5/3/2011	4,246,762	11/20/2012
SIMONTON SILL	74/578,701	9/26/1994	1,967,872	4/16/1996
SIMONTON STORMBREAKER PLUS	78/653,860	6/20/2005	3,114,115	7/11/2006
SIMONTON WINDOWS	75/138,428	7/23/1996	2,089,142	8/19/1997
SIMONTON WINDOWS & DESIGN	74/578,763	9/26/1994	1,959,849	3/5/1996
SPECTRACLEAR	77/760,734	6/16/2009	3,739,599	1/19/2010
STORMBLOCKER	77/137,445	3/22/2007	3,686,516	9/22/2009
STORMBREAKER	76/334,595	11/5/2001	2,754,029	8/19/2003
STORMBREAKER PLUS	78/650,498	6/14/2005	3,276,934	8/7/2007
STORMBREAKER PLUS	77/006,383	9/25/2006	3,267,369	7/24/2007
THE SIMONTON SOLAR SYSTEM & DESIGN	78/490,657	9/28/2004	3,392,803	3/4/2008
VANTAGEPOINTE	85/192,349	12/7/2010	4,218,499	10/2/2012
WE MAKE LASTING IMPRESSIONS	75/324,812	7/15/1997	2,421,676	1/16/2001

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None.