

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371376

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Window Products, Inc.		02/01/2016	CORPORATION: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Agent
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3580041	WINPRO
Registration Number:	3580040	THERMALPRO
Registration Number:	3904212	FRAMING LIFE'S MOMENTS
Registration Number:	4020344	EC
Registration Number:	4020343	EC
Registration Number:	1951104	CASCADE
Registration Number:	3575455	QUALITY FOR LIFE
Registration Number:	3478746	PARAMOUNT WINDOWS
Registration Number:	3768095	EPW
Registration Number:	3751055	EMPIRE PACIFIC WINDOWS
Registration Number:	3786719	LBL WINDOWS
Registration Number:	3704532	LBL WINDOWS & DOORS INTEGRITY· QUALITY ·

## CORRESPONDENCE DATA

Fax Number: 3129939767

*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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda Kastner, c/o Latham &amp; Watkins

TRADEMARK

**Address Line 1:** 330 N. Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**NAME OF SUBMITTER:** linda kastner

**SIGNATURE:** /lk/

**DATE SIGNED:** 02/01/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 1, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

WINDOW PRODUCTS, INC.,

as Grantor

By:



Name: Randal O. Emerson

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

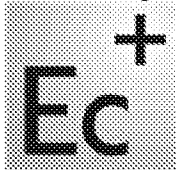
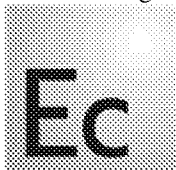
ACCEPTED AND AGREED  
as of the date first above written:


ANTARES CAPITAL LP,  
as Agent

By: Heidi Rinehart  
Name: Heidi Rinehart  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

No.	Owner	Mark/Name	TM Record	Registration Date	Ser./Reg./App. No.
1.	Window Products, Inc.	WINPRO  WINPRO	US Federal	February 24, 2009	SN:77-524542 RN:3,580,041
2.	Window Products, Inc.	THERMALPR O  THERMALPRO	US Federal	February 24, 2009	SN:77-524534 RN:3,580,040
3.	Window Products, Inc.	FRAMING LIFE'S MOMENTS  <small>FRAMING LIFE'S MOMENTS</small>	US Federal	January 11, 2011	SN:85-051169 RN:3,904,212
4.	Window Products, Inc., dba Cascade Windows	EC and Design 	US Federal	August 30, 2011	SN:85-051180 RN:4,020,344
5.	Window Products, Inc., dba Cascade Windows	EC and Design 	US Federal	August 30, 2011	SN:85-051178 RN:4,020,343
6.	Window Products, Inc.	CASCADE	US Federal	January 23, 1996	SN:74-633485 RN:1,951,104
7.	Window Products, Inc.	QUALITY FOR LIFE	US Federal	February 17, 2009	SN: 77-491065 RN: 3,575,455
8.	Window Products, Inc.	PARAMOUN T WINDOWS	US Federal	August 5, 2008	SN: 77-088415 RN.: 3,478,746

No.	Owner	Mark/Name	TM Record	Registration Date	Ser./Reg./App. No.
9.	Window Products, Inc., as successor in interest to Empire Pacific Windows Corp.	EPW  EPW	US Federal	March 30, 2010	SN:77-377088 RN:3,768,095
10.	Window Products, Inc., as successor in interest to Empire Pacific Windows Corp.	EMPIRE PACIFIC WINDOWS  <small>EMPIRE PACIFIC WINDOWS</small>	US Federal	February 23, 2010	SN:77-377108 RN:3,751,055
11.	Window Products, Inc., dba Cascade Windows	LBL WINDOWS  LBL Windows	US Federal	May 11, 2010	SN:77-629801 RN:3,786,719
12.	Window Products, Inc., dba Cascade Windows		US Federal	November 3, 2009	SN: 77-629818 RN: 3,704,532