TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM371475

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		02/01/2016	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Window Products, Inc.	
Street Address:	10507 E. Montgomery Drive	
City:	Spokane Valley	
State/Country:	WASHINGTON	
Postal Code:	99206	
Entity Type:	CORPORATION: WASHINGTON	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Registration Number:	1951104	CASCADE	
Registration Number:	3904212	FRAMING LIFE'S MOMENTS	
Registration Number:	4020343	EC	
Registration Number:	4020344	EC	
Registration Number:	3580040	THERMALPRO	
Registration Number:	3580041	WINPRO	
Registration Number:	3786719	LBL WINDOWS	
Registration Number:	3704532	LBL WINDOWS & DOORS INTEGRITY QUALITY ·	
Registration Number:	3575455	QUALITY FOR LIFE	
Registration Number:	3478746	PARAMOUNT WINDOWS	
Registration Number:	3751055	EMPIRE PACIFIC WINDOWS	
Registration Number:	3768095	EPW	
Registration Number:	3488366		

CORRESPONDENCE DATA

900352576

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

TRADEMARK

REEL: 005721 FRAME: 0322

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 North 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: 4

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REEL: 005721 FRAME: 0323

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), dated as of February 1, 2016, is made by ANTARES CAPITAL LP, as Agent for the Lenders (in such capacity, "Agent"), in favor of WINDOW PRODUCTS, INC., a Washington corporation ("Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of June 27, 2014 (as amended, restated, supplemented or otherwise modified to date, the "<u>Credit Agreement</u>"), by and among the Grantor, as borrower, the financial institutions or other entities from time to time parties hereto (the "<u>Lenders</u>") and Antares Capital LP (as successor to General Electric Capital Corporation);

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of June 27, 2014 (the "Security Agreement"), a lien on and security interest in (the "Security Interest") certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Agent; and for the purpose of recording such Security Interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Borrower entered into that certain Trademark Security Agreement, dated as of June 27, 2014 (the "Trademark Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares Capital LP, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 27, 2014, at Reel 5310, Frame 0464; a

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 7, 2015, at Reel 005639, Frame 0876; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on <u>Schedule 1</u> hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement and the Trademark Security Agreements.

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- 2. <u>Release of Security Interest</u>. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void.
- 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.
- 4. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.
- 5. <u>Further Assurances</u>. From time to time after the date hereof, upon Grantor's reasonable request, Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).
- 6. <u>Governing Law</u>. THIS RELEASE 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 ILLINOIS.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent

By: Heidi Rinehant
Name: Heidi Rinehart

Title: Duly Authorized Signatory

Schedule 1

TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
Cascade	1,951,104	23-Jan-96	Window Products, Inc.
Framing Life's Moments	3,904,212	11-Jan-11	Window Products, Inc.
EC	4,020,343	30-Aug-11	Window Products, Inc.
EC+	4,020,344	30-Aug-11	Window Products, Inc.
Thermalpro	3,580,040	24-Feb-09	Window Products, Inc.
Winpro	3,580,041	24-Feb-09	Window Products, Inc.
LBL Windows	3,786,719	11-May-10	Window Products, Inc.
LBL Windows & Doors Integrity, Quality, Innovation	3,704,532	03-Nov-09	Window Products, Inc.
Quality For Life	3,575,455	17-Feb-09	Window Products, Inc.
Paramount Windows	3,478,746	05-Aug-08	Window Products, Inc.
Empire Pacific Windows	3,751,055	23-Feb-10	Window Products, Inc. (as successor- in-interest to Empire Pacific Windows Corp.)
EPW	3,768,095	30-Mar-10	Window Products, Inc. (as successor- in-interest to Empire Pacific Windows Corp.)
The Company LOGO	3,488,366	19-Aug-08	Window Products, Inc. (as successor- in-interest to Empire Pacific Windows Corp.)

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RECORDED: 02/01/2016

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