

OMB No. 0651-0011 (exp. 4-94)

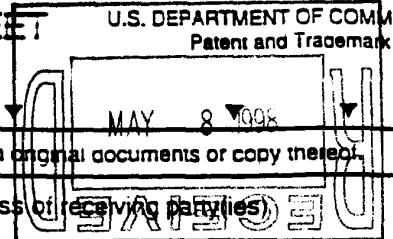
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To the Honorable Commissioner of P

attached original documents or copy thereof

address of receiving parties

1. Name of conveying party(ies):

Atrium Door and Window Company of ARIZONA

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: March 27, 1998

Name: Bankers Trust Company, As Agent

Internal Address:

Street Address: 130 Liberty Street

City: New York State: NY ZIP: 10001

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/033,097

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

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40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

4/17/98

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box 1000, Washington, DC 20540

REEL: 1724 FRAME: 0836

**EXECUTION COPY**

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ATRIUM DOOR AND WINDOW COMPANY OF ARIZONA, a Delaware corporation (the "Assignor") with principal offices at 1341 West Mockingbird Lane, Suite 1200W, Dallas, Texas 75247, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of March 27, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction,

execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest <sup>27th</sup> as of the ~~30th~~ day of March, 1998.  
*L*ffective

ATRIUM DOOR AND WINDOW COMPANY OF ARIZONA, as Assignor

By Randall S Fojtasek

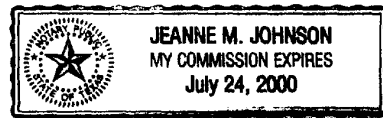
Name: Randall S Fojtasek

Title: President

STATE OF Texas )  
 ) ss.:  
COUNTY OF Dallas )

On this 26<sup>th</sup> day of March, 1998 before me personally came Randall S Fojtasek  
who being duly sworn, did depose and say that he is President & CEO of [Name of  
Assignor], that he is authorized to execute the foregoing Assignment of Security Interest on  
behalf of said corporation and that he did so by authority of the Board of Directors of said  
Corporation.

*Jeanne M. Johnson*  
Notary Public

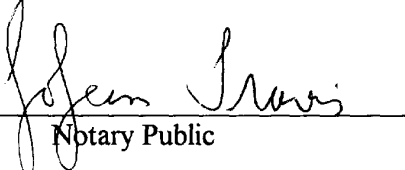


BANKERS TRUST COMPANY,  
as Collateral Agent Assignee

By David J Bell  
Name: **DAVID J. BELL**  
Title: **VICE PRESIDENT**

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On this 25 day of March, 1998 before me personally came DAVID J. BELL who, being by me duly sworn, did state as follows: that s/he is VICE PRESIDENT of Bankers Trust Company, that s/he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.

  
Notary Public

JOJEAN TRAVIS  
Notary Public, State of New York  
No. 01TR5013241  
Qualified in New York County  
Commission Expires July 15, 1999

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Masterview	74/033.097	2/27/90



SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

None

**Document Number: 304553.2**

RECORDED: 05/08/1998

TRADEMARK  
REEL: 1724 FRAME: 0844