


<div style="display: flex; justify-content: space-between;"><div>Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div><div style="text-align: center;">RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div><div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div></div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): MW Manufactures Inc. <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</div><div><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</div></div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>The Royal Bank of Scotland plc</u> Internal Address: _____ Street Address: <u>101 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10178</u> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>NY Foreign Banking Corporation</u></div><div><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></div></div>
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____</div><div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</div></div> Execution Date: <u>January 17, 2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/334204</u> <u>76/469756 76/469755</u> B. Trademark Registration No.(s) <u>1865281 1865280</u> <u>1543547 1542227 2367605 2135164 1548316</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>1540495 2362669 2018918</u>
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Diane J. Kasselmann, Esq.</u> Internal Address: _____ <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> Street Address: <u>Four Times Square</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-6522</u>	6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 3.41).....\$ <u>340</u> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div></div> 8. Deposit account number: <u>19-2385 (Our Ref: 039350/8)</u>
DO NOT USE THIS SPACE	
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div><u>Diane J. Kasselmann</u> Name of Person Signing</div><div style="text-align: center;"> Signature</div><div><u>January 24, 2003</u> Date</div></div> <div style="text-align: center; margin-top: 5px;">Total number of pages including cover sheet, attachments, and document: 5</div>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MW MANUFACTURERS INC., a Delaware corporation (the "**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks and Trademark Licenses (as defined below); and

WHEREAS, MW Manufacturers Inc., a Delaware corporation ("**Borrower**"), has entered into a Credit Agreement dated as of January 17, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the several Lenders from time to time party thereto (the "**Lenders**"), The Royal Bank of Scotland plc, as lead arranger, bookrunner, administrative agent and collateral agent (in such capacities, the "**Lead Arranger**", the "**Bookrunner**", the "**Administrative Agent**" and the "**Collateral Agent**"), Madison Capital Funding LLC, as syndication agent (in such capacity, "**Syndication Agent**) and General Electric Capital Corporation, as documentation agent (in such capacity, the "**Documentation Agent**" and together with the Administrative Agent, the Collateral Agent, the Syndication Agent, the "**Agents**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, the Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements or Foreign Currency Agreements (collectively, the "**Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into (in such capacity, collectively, "**Lender Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 17, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantor, its Domestic Subsidiaries, the Collateral Agent and the other grantors named therein, the Grantor has agreed to create in favor of the Collateral Agent, as agent for the Agents, the Issuing Lenders, the Lenders and the Lender Counterparties (collectively, the "**Secured Parties**"), a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantors now or hereafter acquires an interest and wherever the same may be located:

- (i) (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress, uniform resource locators (URLs),

domain names, and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule A hereto, and (b) all extensions renewals thereof ("**Trademarks**");

(ii) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto (the "**Trademark Licenses**"); and

(iii) all rights corresponding thereto throughout the world.

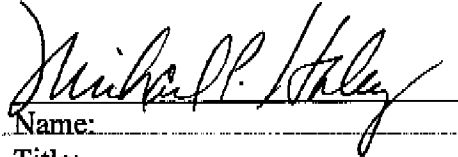
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 17 day of January, 2003.

MW MANUFACTURERS INC.

By:



Name:

Title:

SCHEDULE A

TO

GRANT OF TRADEMARK SECURITY INTEREST

1. Registered Trademarks

<i>Mark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
JEFFERSON	74/054644	1,865,281	11/29/94
JEFFERSON	74/054608	1,865,280	11/29/94
MIMS & THOMAS	73/717061	1,543,547	6/13/89
MW	73/697347	1,542,227	6/6/89
MW	75/542630	2,367,605	7/18/00
RENO	74/682364	2,135,164	2/10/98
THE FREEDOM	73/764264	1,548,316	7/18/89
WINDOW			
TWINSEAL	73/717062	1,540,495	5/23/89
ULTRATILT	75/344847	2,362,669	6/27/00
V-WOOD	74/709800	2,018,918	11/26/96

D/K
1/24/032. Trademark Applications

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>
UNITY	76/334204	11/5/01
FREEDOM	76/469,756	11/26/02
FREEDOM REVERE	76/469,755	11/26/02

3. Domain Name Registrations

<i>Domain</i>	<i>Created</i>	<i>Expires</i>
mwwindows.com	12/2/1995	12/3/2003
mwwmanufacturers.com	6/22/1998	6/22/2004
linealtechnologies.com	2/17/1999	2/17/2003
emwwindows.com	1/21/2002	1/21/2003
epatriotwindows.com	1/21/2002	1/21/2003
patriotwindows.com	6/24/2002	6/24/2004