

07-08-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD 102491120 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VVP Finance Corporation

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

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship Association National Banking 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 27, 2003

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

A. Trademark Application No.(s)

75/516,958

B. Trademark Registration No.(s)

Please see Annex 1, attached hereto.

Additional number(s) attached Yes No

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

Name: Elizabeth G. Hartnett, Paralegal

Internal Address: Parker, Hudson, Rainer

& Dobbs, LLP

Street Address: 285 Peachtree Center Ave., N.E.

1500 Marquis Two Tower

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) \$ 515

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Elizabeth G. Hartnett

Name of Person Signing

Signature

07-03-2003

Date

Total number of pages including cover sheet, attachments, and document: 8

07/08/2003 ECDOPER 00000180 75516958

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

01 FC:4521 40.00 OP 02 FC:4522 475.00 OP

TRADEMARK REEL: 002772 FRAME: 0646

TRADEMARKS

Description	Registration Number	Date	Country
ACI	1605429	7/10/1990	USA
ACI Distribution (with design)	2103016	10/7/1997	USA
ACI Glass	1603628	6/26/1990	USA
Binswanger Glass (with design)	1669313	12/24/91	USA
Binswanger Mirror (with design)	1669460	12/24/91	USA
Clearly the Top Choice	2672526	1/7/03	USA
Glasscraft (with design)	1604692	7/3/90	USA
Harding Glass	1749000	1/26/1993	USA
Harding Glass (with design)	2279890	9/21/1999	USA
HGI	1737255	12/1/92	USA
HGI (with design)	0788679	4/27/1985	USA
One Stop Glass Shop	1708858	8/18/1992	USA
Pro-View	1623530	11/20/90	USA
Scargard	1960132	3/5/1996	USA
Super Sky	1545397	6/27/89	USA
Super Sky (plus design)	843096	1/17/1989	USA
The Edge Max	2540825	2/19/2002	USA
Thermoglas	2514273	12/4/2001	USA
VVP America, Inc. (with design)	1937212	11/21/1995	USA

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 27th day of June, 2003, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 600 Peachtree Street, Atlanta, Georgia 30308 ("Lender"), and **VVP FINANCE CORPORATION**, a Delaware corporation having its principal place of business at 231-A Lakeview Avenue, Placentia, California 92870 (the "Company").

Recitals:

The Company and its affiliates, Vitro America, Inc., a Delaware corporation, and Super Sky Products, Inc., a Wisconsin corporation (collectively, "Borrowers"), desire to obtain loans and other financial accommodations from Lender pursuant to that certain Amended and Restated Loan and Security Agreement dated as of June 27, 2003 by and among Borrowers and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lender is willing to make loans and other financial accommodations to Borrowers from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. Pursuant to a Security Agreement dated as of June 27, 2003, the Company has granted to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

4. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

5. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 4 hereof.

6. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

7. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

8. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the

Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

9. Lender shall have the right, but shall in no way be obligated, at any time after the occurrence and during the continuance of an Event of Default, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Lender to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 9.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

11. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[Signatures on following page]

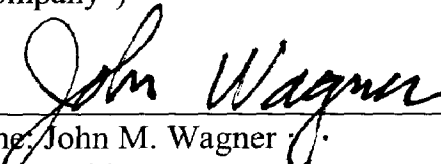
WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



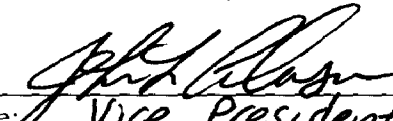
Name: Margaret C. Robins
Title: Assistant Secretary

VVP FINANCE CORPORATION
("Company")

By: 
Name: John M. Wagner
Title: President

Accepted in Atlanta, Georgia

BANK OF AMERICA, N.A.,
as Lender ("Lender")

By: 
Title: Vice President

~~[Acknowledgments on following page]~~

EXHIBIT A

TRADEMARKS			
Description	Registration Number	Date	Country
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The Edge Max	2540825	2/19/2002	USA
Thermoglas	2514273	12/4/2001	USA
VVP America, Inc. (with design)	1937212	11/21/1995	USA
Super Sky	Registered		United Arab Emirates
Super Sky	Registered		Australia
Super Sky	Registered		Canada

Super Sky	Registered		People's Republic of China
Super Sky	Registered		South Korea
Super Sky	Registered		Saudi Arabia
Super Sky	Registered		Singapore
Super Sky	Registered		Russia
Super Sky	Registered		Thailand
Super Sky	Registered		Taiwan
Super Sky	Registered		Mexico

TRADEMARK APPLICATIONS

Description	Registration Number	Date	Country
The Edge	Application #75/516,958	6/5/2001	USA
Super Sky	Pending Trademark Application		New Zealand
Super Sky	Pending Trademark Application		Philippines
Super Sky	Pending Trademark Application		Brazil
Super Sky	Pending Trademark Application		Hong Kong
Super Sky	Pending Trademark Application		Japan (under Investigation)

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PARKER, HUDSON, RAINER & DOBBS LLP

LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

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ehartnett@phrd.com

July 3, 2003

VIA FEDEX

U.S. Patent and Trademark Office
Office of Public Record
Crystal Gateway 4, Third Floor
Washington, D.C. 20231

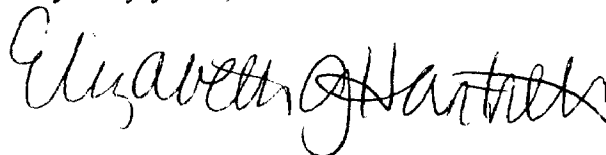
RE: Bank of America, N.A. - Vitro America, Inc. and VVP Finance Corporation

Dear Sir or Madam:

Enclosed for recording in the Trademark records, please find one Trademark Security Agreement in connection with the above-referenced transaction. Additionally, please find one check in the amount of \$515 to satisfy the appropriate recording fees. Should this amount be insufficient, please contact the undersigned immediately.

Thank you for your attention to this matter. Please do not hesitate to contact me directly should you have any questions or concerns.

Very truly yours,



Elizabeth G. Hartnett
Paralegal

EGH

Enclosures

cc: Bobbi Acord, Esq.
Raj Kini, Esq.