

Form PTO-1594
(rev 3/1)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU. S. Department of Commerce
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):

MW Manufacturers Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - **Delaware**
☐ Other

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

2. Name and Address of receiving party(ies)

The Royal Bank of Scotland Plc
(as Collateral Agent for Secured Parties)
101 Park Avenue
New York, NY 10178

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other - **New York Foreign Banking Corporation**

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: **February 17, 2004**

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

A. Trademark Application No(s).

78329891 78315621 78314886
78314885 78314884 78314883
76553369

B. Trademark Registration No(s).

1865281 1865280 1543547 1542227
2367605 2135164 1548316 1540495
2362669 2018918 2718016 2777696

Additional numbers attached? ☐ Yes ☒ No

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

Kenneth A. Rubenstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: **19**7. Total fee (37 CFR 3.41) **\$490**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 039350/5)

8. Deposit Account No. **19-2385**

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.

Kenneth A. Rubenstein

Name



Signature

March 3, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

CH \$490.00 192385 78329891

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 February 17, 2004 (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 February 17, 2004 (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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this of Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 17 day of February, 2004.

MW MANUFACTURERS INC.

By: _____

Name: _____

Title: _____

Lynn Marston
COO & Sect.

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 WINDOW	73/764264	1,548,216	7/18/89
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
UNITY	76/334204	2,718,016	5/20/03
FREEDOM	76/469,756	2,777,696	10/28/03

2. Trademark Applications

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>
TWINSEAL	78/329891	11/19/03
TWINSEAL	78/315621	10/20/03
THE SMART CHOICE	78/314886	10/17/03
SMART CHOICES - SUPERIOR SERVICE	78/314885	10/17/03
MW CLASSIC	78/314884	10/17/03
MW PRO	78/314883	10/17/03
PATRIOT	76/553369	10/3/03

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
emwwindows.com	1/21/2002	1/21/2003

<i>Domain</i>	<i>Created</i>	<i>Expires</i>
epatriotwindows.com	1/21/2002	1/21/2003
patriotwindows.com	6/24/2002	6/24/2004