

03-10-2004

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



To the Honorable Commissioner of

102689945

original documents or copy thereof.

1. Name of conveying party(ies):

Great Lakes Window, Inc.

3-1-04

- ☐ 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: 02/12/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06912

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other bank

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 registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Tonya Chapple

Internal Address:

C/O CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

February 23, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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



03-01-2004

U.S. Patent & TMO/TM Mail Rcpt Dt #11

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	SERIAL NO.
COLLINGVIEW	2,606,474	75932212
EASY-CLEAN	1,874,924	74150026
FIBERBEAM	2,752,268	76412630
GREAT LAKES –owned by GLW Acquisition Corp.	1,374,796	73542409
GREAT LAKES		Ohio TM13043
HI R+PLUS		76/531247
INFINI-TRIM	2,752,313	76/421,368
R-CORE	1,715,792	74239986
REGAL	626,764	71698644
UNIFRAME	1,865,795	74459740

Exhibit A

U.S. TRADEMARKS OWNED BY GREAT LAKES WINDOW, INC.

TRADEMARK REGISTRATIONS:

OWNER	MARK	REGISTRATION NUMBER	COUNTRY
Great Lakes Window, Inc.	COLLINGVIEW	2,606,474	USA
Great Lakes Window, Inc.	EASY-CLEAN	1,874,924	USA
Great Lakes Window, Inc.	FIBERBEAM	2,752,268	USA
Great Lakes Window, Inc.	GREAT LAKES	1,374,796	USA
Great Lakes Window, Inc.	INFINI-TRIM	2,752,313	USA
Great Lakes Window, Inc.	R-CORE	1,715,792	USA
Great Lakes Window, Inc.	REGAL	626,764	USA
Great Lakes Window, Inc.	UNIFRAME	1,865,795	USA

TRADEMARK APPLICATIONS:

OWNER	MARK	APPLICATION NUMBER	COUNTRY
Great Lakes Window, Inc.	HI R+PLUS	76/531247	USA

Trademark U.S. Security Agreement

Trademark U.S. Security Agreement, dated as of February 12, 2004, by Great Lakes Window, Inc. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a U.S. Security Agreement of even date herewith (the "U.S. Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark U.S. Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark U.S. Security Agreement is

deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Collateral Agent shall otherwise determine.

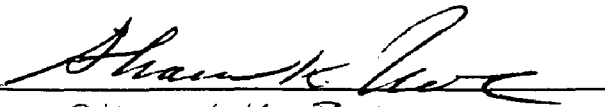
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark U.S. Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GREAT LAKES WINDOW, INC.

By: 
Name: SHAWN K. POE
Title: Vice President, Treasurer and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Pledgor has caused this Trademark U.S. Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GREAT LAKES WINDOW, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Barbara Ezell-McMichael
Name:
Title: **Barbara Ezell-McMichael**
Associate Director
Banking Products Services US

By: _____
Name: **Wilfred V. Saint**
Title: **Associate Director**
Banking Products
Services US

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