

Form PTO-1594 (Rev. 03/01) 2-18-04 OMB No. 0657-0027 (exp. 5/31/2002) Tab settings

02-26-2004

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



To the Honorable Commissioner

102678294

and original documents or copy thereof.

1. Name of conveying party(ies): PGT Industries, Inc.

- 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: 01/29/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as First

Internal Address: and Second Lien Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark Registration No.(s) SEE SCHEDULE I

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: 10

7. Total fee (37 CFR 3.41): \$ 2605.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy Name of Person Signing

Signature

February 6, 2004 Date

Total number of pages including cover sheet, attachments, and document: 9

02/25/2004 MGETACHE 00000117 2368299

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

01 PG:8521 40.00 OP 02 PG:8522 225.00 OP

700109244

TRADEMARK REEL: 002929 FRAME: 0844

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS TRADEMARK REGISTRATIONS:**

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
PGT Industries, Inc.	Progressive Glass Technology	2,368,299	07/18/2000	USA
PGT Industries, Inc.	PGT Industries	2,368,213	07/18/2000	USA
PGT Industries, Inc.	PGT	2,368,179	07/18/2000	USA
PGT Industries, Inc.	NatureScape	2,432,221	02/27/2001	USA
PGT Industries, Inc.	WinGuard	2,688,953	02/18/2003	USA
PGT Industries, Inc.	WinGuard	2,789,840	10/09/2003	USA
PGT Industries, Inc.	Eze-Breeze	2,554,004	03/26/2002	USA
PGT Industries, Inc.	Vinyl-Tech	1,459,239	09/29/1987	USA
PGT Industries, Inc.	Visibly Better	2,585,797	06/25/2002	USA

TRADEMARK APPLICATIONS:

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	COUNTRY
PGT Industries, Inc.	Binnings	76-507036	04/15/2003	USA

Trademark Security Agreement

Trademark Security Agreement, dated as of January 29, 2004, by PGT INDUSTRIES, INC, a Florida corporation, (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent") and Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent") pursuant to the Credit Agreement (the First Lien Collateral Agent and the Second Lien Collateral Agent, collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, Pledgor and certain other pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgor are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to each Collateral Agent for the benefit of the applicable 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agents with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise determine.

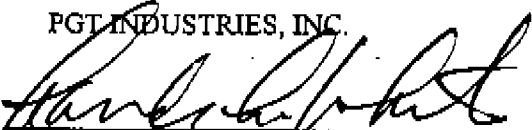
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agents shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark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

[signature page follows]

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

Very truly yours,

PGI INDUSTRIES, INC.

By: 
Name: Randy White
Title: President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent and Second Lien Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

Very truly yours,

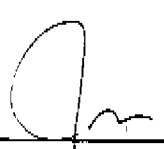
PGT INDUSTRIES, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent and Second Lien Collateral Agent

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

By:  _____
Name: Josefin Fernandes
Title: Associate Director
Banking Products
Services, US

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

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PGT Industries, Inc.	Binnings	76-507036	04/15/2003	USA



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 18, 2004

PTAS



102678294A

CSC
TONYA CHAPPLE
80 STATE ST.
ALBANY, NY 12207

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102678294

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE PROPERTY NUMBERS MUST BE LISTED ON THE COVER SHEET. WHEN RESPONDING, PLEASE RETURN ALL ATTACHED PAPERS INCLUDING THIS NON-RECORDATION NOTICE VIA FAX TO 703 306-5995
2. THE COVER SHEET SUBMITTED FOR RECORDING DOES NOT ADEQUATELY IDENTIFY THE PROPERTY NUMBER(S). THE APPLICATION NUMBER AND SERIES CODE OR THE SERIAL NUMBER AND FILING DATE IS REQUIRED.

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION