TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hurd Windows & Doors, Inc.		12/01/2004	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association	
Street Address:	801 Grand Avenue, Suite 3150	
City:	Des Moines	
State/Country:	IOWA	
Postal Code:	50309	
Entity Type:	National association bank:	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2068703	HURD
Registration Number:	2305093	HURD WINDOWS
Registration Number:	1895872	WHEN YOU'RE SERIOUS ABOUT WINDOWS
Serial Number:	76527865	HURD PERFORMANCEWOOD
Serial Number:	76595906	HURD FEELSAFE

CORRESPONDENCE DATA

(515)283-3108 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

515-283-3120 Phone:

Email: nwestin@nyemaster.com

Correspondent Name: Neal K. Westin

700 Walnut Street, Suite 1600 Address Line 1: Address Line 4: Des Moines, IOWA 50309

NAME OF SUBMITTER: Neal K. Westin

Total Attachments: 1

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<u>TRADEMARK</u>

REEL: 002990 FRAME: 0207

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of this 1st day of December, 2004, by Hurd Windows & Doors, Inc., an Iowa corporation (the "Debtor"), in favor of La Salle Bank National Association ("Secured Party").

Section 1. <u>Definitions</u>. All terms which are used herein which are defined in the Uniform Commercial Code of the State of Iowa ("UCC") shall have the same meanings herein as such terms are defined in the UCC in effect from time to time, unless this Agreement shall otherwise specifically provide. All other capitalized terms used herein without definition shall have the meanings given such terms in the Amended and Restated Secured Credit Agreement dated as of December 1, 2004 by and among the Debtor, the other Borrowers party thereto, and the Secured Party (such agreement, as may be amended, restated or otherwise modified from time to time, hereinafter referred to as the "Secured Credit Agreement").

Section 2. Security Interest. As security for the payment and performance of all Obligations (as defined in Section 3 hereof), the Debtor hereby pledges, assigns, and grants to the Secured Party for the ratable benefit of the Secured Party a continuing lien and security interest in, and a right of set off against, all personal property of the Debtor, wherever located and whether now owned or existing or hereafter created, acquired or arising, including without limitation, the following (collectively, the "Collateral"):

- (a) Accounts. All Accounts, whether now owned or existing or hereafter created, acquired or arising, and however evidenced or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Accounts" means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, Chattel Paper, any right of the Debtor to payment for goods sold or leased or for services rendered, whether arising out of the sale of Inventory (as hereinafter defined) or otherwise and whether or not earned by performance, and all other forms of obligations owing to the Debtor, and all of the Debtor's rights to any merchandise or other goods (including without limitation any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing), and all health-care-insurance receivables;
- (b) Chattel Paper. All Chattel Paper, whether now owned or existing or hereafter created, acquired or arising, and however evidenced or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "Chattel Paper" means and includes all tangible Chattel Paper and electronic Chattel Paper);
- (c) General Intangibles. All General Intangibles, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights, including, without limitation, rights (the term "General Intangibles" means and includes all patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles, all customer, client and supplier lists (in whatever form maintained), all rights in and other agreements relating to real or personal property, all causes of action and tax refunds of every kind and nature, all privileges, franchises, immunities, licenses, permits and similar intangibles, all payment intangibles, all rights to receive payments

RECORDED: 12/14/2004

TRADEMARK REEL: 002990 FRAME: 0208