

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PGT Industries, Inc.		02/14/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as collateral agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2789840	WINGUARD	
Registration Number:	2816807	BINNINGS	
Registration Number:	2554004	EZE-BREEZE	
Registration Number:	2688953	WINGUARD	
Registration Number:	2368299	PROGRESSIVE GLASS TECHNOLOGY	
Registration Number:	2585797	VISIBLY BETTER	
Registration Number:	2368213	PGT INDUSTRIES	
Registration Number:	2368179	PGT	
Registration Number:	2432221	NATURESCAPE	
Registration Number:	1459239	VINYL-TECH	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		

CH \$265.00 2789840

900042989

TRADEMARK
 REEL: 003254 FRAME: 0668

Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Christine Wilson

Signature:

/CHRISTINE WILSON/

Date:

02/27/2006

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2006, by PGT INDUSTRIES, INC., a Florida corporation, located at 1070 Technology Drive, Nokomis, Florida 34275 ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, a Swiss banking corporation having an office at 677 Washington Boulevard, Stamford, Connecticut, 06901, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a Second Lien Pledge and Security Agreement dated as of February 14, 2006 (the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Second Lien Trademark 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 Second Lien Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As Collateral security for the payment and performance in full of the Obligations, 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 and to all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all goodwill of the business connected with the use of and symbolized by any the Trademarks; and
- (c) all Proceeds and products of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Second Lien Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth

in the Second Lien 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 Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement pursuant to Section 11.4 thereof, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Jurisdiction; Consent to Service of Process.

(a) Pledgor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the Second Lien Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or the Second Lien Security Agreement shall affect any right that the Collateral Agent may otherwise have to bring any action or proceeding relating to this Agreement or the Second Lien Security Agreement against Pledgor or its properties in the courts of any jurisdiction.

(b) Pledgor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the Second Lien Security Agreement in any court referred to in Section 11.09(b) of the Second Lien Credit Agreement. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to this Agreement or the Second Lien Security Agreement, in the manner provided for notices (other than telecopy) in Section 11.01 of the Second Lien Credit Agreement. Nothing in this Agreement or the Second Lien Security Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

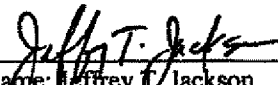
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among UBS AG, Stamford Branch as First Lien Collateral Agent, UBS AG, Stamford Branch as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time as acknowledged by PGT Industries, Inc. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

Very truly yours,

PGT INDUSTRIES, INC.

By: 
Name: Jeffrey T. Jackson
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Second Lien Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Second Lien Trademark Security Agreement

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer 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 Second Lien Collateral Agent

By: Pamela Oh
Name: Pamela Oh
Title: Associate Director
Banking Products
Services, US

By: [Signature]
Name: _____
Title: _____

Second Lien Trademark Security Agreement

ACKNOWLEDGMENT

STATE OF Florida }
COUNTY OF Sarasota } ss.

On this 14th day of February, 2006, before me, a notary public in and for said county and state, personally came Jeffrey T. Jackson, Chief Financial Officer and Treasurer of PGT INDUSTRIES, INC., known to me to be the identical person who signed the foregoing agreement and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal, in said county and state, the day and year last above written.

[Seal]



Lisa E. Flynn
My Commission DD274715
Expires January 17 2008

Lisa E. Flynn
Notary Public

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

Registrations:

Trademark	Reg. No - (App. No.)	Record Owner
WINGUARD	2,789,840 (78-139,565)	PGT Industries, Inc.
BINNINGS	2,816,807 (76-507,036)	PGT Industries, Inc.
EZE-BREEZE	2,554,004 (76-078,205)	PGT Industries, Inc.
WINGUARD	2,688,953 (75-834,045)	PGT Industries, Inc.
PROGRESSIVE GLASS TECHNOLOGY	2,368,299 (75-707,192)	PGT Industries, Inc.
VISIBLY BETTER	2,585,797 (75-692,147)	PGT Industries, Inc.
PGT INDUSTRIES	2,368,213 (75-687,590)	PGT Industries, Inc.
PGT	2,368,179 (75-677,373)	PGT Industries, Inc.
NATURESCAPE	2,432,221 (75-673,693)	PGT Industries, Inc.
VINYL-TECH	1,459,239 (73-651,602)	PGT Industries, Inc.

Applications: NONE