

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Republic Windows & Doors, LLC		12/19/2006	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Chase Lincoln First Commercial Corporation
<b>Street Address:</b>	10 South Dearborn Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2922519	
Registration Number:	3011882	MYREPUBLIC
Registration Number:	2974497	MYREPUBLIC
Serial Number:	78364613	DEALER DASHBOARD
Registration Number:	2869473	ENHANCEMENT
Registration Number:	2542133	REPUBLIC U
Registration Number:	2440118	REPUBLIC U
Registration Number:	2470714	STAY CLEAN GLASS
Registration Number:	2587102	SMART 10
Registration Number:	2619314	SMART 10
Registration Number:	2489958	STAY CLEAN GLASS BY REPUBLIC
Registration Number:	2339072	T.U.F.

**CORRESPONDENCE DATA**

**900065582**

**TRADEMARK  
 REEL: 003451 FRAME: 0353**

**OP \$315.00 2922519**

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128637194  
Email: sonya.szot@goldbergkohn.com  
Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.118
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	12/27/2006

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19 day of December, 2006, between REPUBLIC WINDOWS & DOORS, LLC, an Illinois limited liability company (the "Borrower"), in favor of CHASE LINCOLN FIRST COMMERCIAL CORPORATION (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") between Borrower and Lender, the Lender is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 4.2 of Loan and Security Agreement, Borrower is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to Lender a continuing first priority security interest in all of such Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (E) all of Borrower's rights corresponding thereto throughout the world (the "Trademarks") and (ii) any rights under or interest in any Trademark, and the right to use the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered by such licenses (the "Trademark Licenses") to which it is a party, including all Trademarks and Trademark Licenses referred to on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

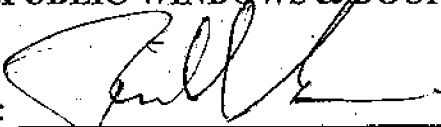
4. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 4, Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

**REPUBLIC WINDOWS & DOORS, LLC**

By:   
Name: Richard Gillman  
Title: PRESIDENT

**ACCEPTED AND ACKNOWLEDGED BY:**

**CHASE LINCOLN FIRST COMMERCIAL CORPORATION, as Lender**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

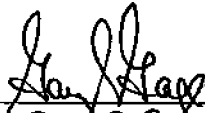
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REPUBLIC WINDOWS & DOORS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**CHASE LINCOLN FIRST COMMERCIAL CORPORATION, as Lender**

By:   
Name: Gary S Galt  
Title: SUP

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Mark	Application/ Registration No.	App/Reg Date
None	2922519	2/1/05
Myrepublink	3011882	11/1/05
Myrepublink	2974497	7/19/05
Dealer Dashboard	78-364613	2/9/04
Enhancement	2869473	8/3/04
Republic U	2542133	2/26/02
Republic U	2440118	4/3/01
Stay Clean Glass	2470714	7/17/01
Smart 10	2587102	7/2/02
Smart 10	2619314	9/17/02
Stay Clean Glass by Republic	2489958	9/18/01
T.U.F.	2339072	4/4/00

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.