

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
Republic Windows & Doors, LLC		02/01/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	LaSalle Business Credit, LLC
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2974497	MYREPUBLIC
Serial Number:	78364613	DEALER DASHBOARD
Registration Number:	2869473	ENHANCEMENT
Serial Number:	76577236	WINDOW SHOP
Serial Number:	76577235	MYREPUBLIC
Serial Number:	76577224	
Serial Number:	75751189	REPUBLIC U
Serial Number:	75751188	STAY CLEAN GLASS
Serial Number:	75751187	REPUBLIC U
Serial Number:	75751186	SMART 10
Serial Number:	75751185	STAY CLEAN GLASS BY REPUBLIC
Serial Number:	75751184	SMART 10
Serial Number:	75372079	T.U.F.

OP \$340.00 2974497

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: c/o Latham & Watkins, Sears Tower
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	024265-0071
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	02/06/2007

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of February 1, 2007, is entered into by REPUBLIC WINDOWS & DOORS, LLC (“**Grantor**”) in favor of LASALLE BUSINESS CREDIT, LLC (“**Lender**”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”) with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor, and pursuant to which certain obligations owed to Lender are secured.

B. Pursuant to the Loan and Security Agreement, Grantor is required to execute and deliver this Agreement to Lender.

C. Pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan and Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, Grantor does hereby grant to Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark

application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Patent 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

Regarding Patent, Trademark and Copyright Collateral.

(a) Grantor shall notify Lender immediately if it knows that any application or registration relating to any patent or trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor’s ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver any and all patent security agreements, copyright security agreements or trademark security agreements as Lender may request to evidence Lender’s lien

on such patent, trademark or copyright, and the General Intangibles of Grantor relating thereto or represented thereby.


(c) Grantor shall take all actions reasonably necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents, trademarks and copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings.

In the event that any of the patent, trademark or copyright of Grantor is infringed upon, or misappropriated or diluted by a third party, Grantor shall, unless Grantor shall reasonably determine that such patent, trademark or copyright is in no way material to the conduct of its business or operations, promptly seek redress for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such patent, trademark or copyright.

[signature page follows]

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

REPUBLIC WINDOWS & DOORS, LLC

By: 
Title: _____

Acknowledged:

**LASALLE BUSINESS CREDIT, LLC,
as Lender**

By: _____
Title: _____

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK
REEL: 003475 FRAME: 0515**

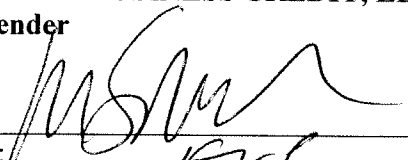
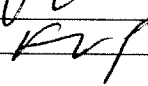
Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

REPUBLIC WINDOWS & DOORS, LLC

By: _____
Title: _____

Acknowledged:

**LASALLE BUSINESS CREDIT, LLC,
as Lender**

By:  _____
Title:  _____

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number
Republic Windows & Doors, LLC	MYREPUBLIC	78/364631	2,974,497
Republic Windows & Doors, LLC	DEALER DASHBOARD	78/364613	
Republic Windows & Doors, LLC	ENHANCEMENT	78/253087	2,869,473
Republic Windows & Doors, LLC	WINDOW SHOP & design	76/577236	
Republic Windows & Doors, LLC	MYREPUBLIC & design	76/577235	3,011,882
Republic Windows & Doors, LLC	Design only (four black boxes)	76/577224	2,922,519
Republic Windows & Doors, LLC	REPUBLIC U & design	75/751189	2,542,133
Republic Windows & Doors, LLC	STAY CLEAN GLASS	75/751188	2,470,714
Republic Windows & Doors, LLC	REPUBLIC U	75/751187	2,440,118
Republic Windows & Doors, LLC	SMART 10 & design	75/751186	2,619,314
Republic Windows & Doors, LLC	STAY CLEAN GLASS BY REPUBLIC & design	75/751185	2,489,958
Republic Windows & Doors, LLC	SMART 10	75/751184	2,587,102
Republic Windows & Doors, LLC	T.U.F.	75/372079	2,339,072

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Grantor	Patent	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application	Country
Republic Windows & Doors, Inc.	WINDOW SYSTEM	US04/035336		May 6, 2005	October 25, 2004	USA