

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
Window Products, Inc.		03/14/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Financial Services Inc.		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1951104	CASCADE	
Registration Number:	2031730	WINDOW PRODUCTS INC. MANUFACTURERS OF VINYL WINDOWS SYSTEMS LIFETIME WARRANTY WP	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 South Wacker Drive, Sears Tower		
Address Line 2:	Latham & Watkins LLP, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	035732-0039		
NAME OF SUBMITTER:	Zeynep Gieseke		

OP \$65.00 1951104

Signature:

/zg/

Date:

03/15/2007

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 14, 2007, by WINDOW PRODUCTS, INC. (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Security Agreement dated as of March 14, 2007 in favor of Collateral Agent (as amended, restated, reaffirmed, modified or otherwise supplemented from time to time, the "Security Agreement");

WHEREAS, Pledgor is required to execute and deliver this Trademark Security Agreement pursuant to the 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 that certain Credit Agreement of even date herewith, the Pledgor hereby agrees with the 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. 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, to and under all of the following Pledged Collateral of Pledgor:

- (a) Trademarks of 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 interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the 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 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 Agent shall otherwise determine.


SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent 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, 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,

WINDOW PRODUCTS, INC. (effective upon the completion of and after giving effect to the Merger)

By: 
Name: Gregory J. Simpson
Title: President and CEO

Accepted and Agreed:
MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, 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,

WINDOW PRODUCTS, INC. (effective upon the completion of and after giving effect to the Merger)

By: _____
Name: Gregory J. Simpson
Title: President and CEO

Accepted and Agreed:
MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc.,
as Collateral Agent

By:  _____
Name: **Heidi Rinehart**
Title: **Vice President**

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 003500 FRAME: 0291

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

PLEDGOR TO PROVIDE:

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Window Products, Inc.	1,951,104	Cascade
Window Products, Inc.	2,031,730	Window Products