

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Supplemental Trademark U.S. Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Variform, Inc.		04/05/2007	CORPORATION: MISSOURI
Alcoa Home Exteriors, Inc.		04/05/2007	CORPORATION: OHIO
Great Lakes Window, Inc.		04/05/2007	CORPORATION: OHIO

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:	Swiss Banking Corporation:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3199943	BEST QUALITY
Serial Number:	78891043	REGAL
Serial Number:	77020528	VARIFORM TRUEWALL VINYL SIDING
Serial Number:	78926643	ENDURANCE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@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

900075327

TRADEMARK
REEL: 003529 FRAME: 0370

CH \$115.00 3199943

ATTORNEY DOCKET NUMBER:	CSC # 864601
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/25/2007
<p>Total Attachments: 6 source=Variform_UBS_TM4#page3.tif source=Variform_UBS_TM4#page4.tif source=Variform_UBS_TM4#page5.tif source=Variform_UBS_TM4#page6.tif source=Variform_UBS_TM4#page7.tif source=Variform_UBS_TM4#page8.tif</p>	

Supplemental Trademark U.S. Security Agreement

Supplemental Trademark U.S. Security Agreement, dated as of April 5, 2007, by each Guarantor listed on Schedule II hereto ("Pledgors") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a U.S. Security Agreement, dated as of February 12, 2004, as first amended and restated as of March 3, 2004, second amended and restated as of August 27, 2004, third amended and restated as of February 24, 2006, fourth amended and restated as of October 31, 2006 and further amended and restated as of April 5, 2007 (the "U.S. Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Supplemental Trademark U.S. Security Agreement;

WHEREAS, the Pledgors have acquired the additional Trademarks set forth on Schedule 1 attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each 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 the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Supplemental Trademark U.S. Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and Pledgors hereby acknowledge and affirm 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 U.S. 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 Supplemental Trademark U.S. Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. 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 Supplemental Trademark U.S. Security Agreement.

[signature page follows]

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

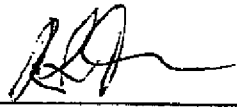
Very truly yours,

**KROY BUILDING PRODUCTS, INC.
VARIFORM, INC.
ALCOA HOME EXTERIORS, INC.**

By: 
Name: Shawn K. Poe
Title: Vice President, Treasurer, Secretary and
Director

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja B. Otsa
Title: Associate Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK U.S. SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

OWNER	TRADEMARK	NAME
VARIFORM, INC.	3,199,943	BEST QUALITY and design

Trademark Applications:

OWNER	TRADEMARK	NAME
GREAT LAKES WINDOW, INC.	78/891,043	REGAL
VARIFORM, INC.	77/020,528	VARIFORM TRUEWALL VINYL SIDING
ALCOA HOME EXTERIORS, INC.	78/926,643	ENDURANCE

SCHEDULE II
to
SUPPLEMENTAL TRADEMARK U.S. SECURITY AGREEMENT
PLEDGORS

NAME	ADDRESS
Great Lakes Window, Inc.	30499 Tracy Road, Walbridge, Ohio 43465
Variform, Inc.	303 West Major, Kearney, MO
Alcoa Home Exteriors, Inc.	Omega Corporate Center, 1590 Omega Dr. Pittsburgh, PA 15205

TRADEMARK