

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
Champion Window Manufacturing and Supply Co., LLC		05/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2195330	CHAMPION
Registration Number:	2195331	CHAMPION
Registration Number:	2500108	HELPING TO MAKE YOUR HOUSE JUST A LITTLE MORE LIKE HOME
Registration Number:	2986135	SIESTA SOL
Registration Number:	2986154	SIESTA SOL RETRACTABLE AWNING BY CHAMPION
Registration Number:	3039140	COMFORT 365
Serial Number:	76643331	COMFORT 365 WINDOWS
Serial Number:	76643332	COMFORT 365 DOORS
Serial Number:	76658749	COLOR BOND

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770

CH \$240.00 2195330

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

ATTORNEY DOCKET NUMBER:

CSC

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

05/15/2007

Total Attachments: 5

source=Champ_BOA_2nd_TM9#page2.tif

source=Champ_BOA_2nd_TM9#page3.tif

source=Champ_BOA_2nd_TM9#page4.tif

source=Champ_BOA_2nd_TM9#page5.tif

source=Champ_BOA_2nd_TM9#page6.tif

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of May 11, 2007, by CHAMPION WINDOW MANUFACTURING AND SUPPLY CO., LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the 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 the Credit Agreement, 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. The 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 the Pledgor:

- (a) Trademarks of the 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 Second Lien 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 Second Lien Trademark Security Agreement is deemed to conflict or be inconsistent with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor

Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the Termination Date, 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 such Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the 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.

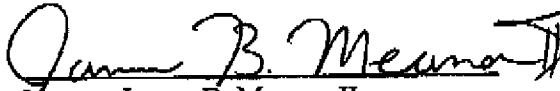
CHAMPION WINDOW MANUFACTURING
AND SUPPLY CO., LLC, as Pledgor

By: 
Name: Edward Levine
Title: Treasurer

Second Lien Trademark Security Agreement

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: James B. Meanor II
Title: Vice President

Second Lien Trademark Security Agreement

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

Trademark Registrations:

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
CHAMPION (and design)	75/322053	2195330	10/13/1998
CHAMPION	75/322054	2195331	10/13/1998
HELPING TO MAKE YOUR HOUSE JUST A LITTLE MORE LIKE HOME	76/109841	2500108	10/23/2001
SIESTA SOL	78/207264	2986135	8/16/2005
SIESTA SOL RETRACTABLE AWNING BY CHAMPION (logo)	78/215558	2986154	8/16/2005
COMFORT 365	76/585595	3039140	1/10/2006

Trademark Applications:

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
COMFORT 365 WINDOWS	76/643331	Not issued as of 2/27/2007	Notice of Allowance issued 8/22/2006
COMFORT 365 DOORS	76/643332	Not issued as of 2/27/2007	Extension 2 granted 12/12/2006
COLOR BOND	76/658749	Not issued as of 2/27/2007	Approved 12/12/2006