

05-13-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

80-5-5

1. Name of conveying party(ies):

Zeledyne, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC - Delaware

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 14, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: TX1-492-22-13

Street Address: 901 Main Street, Floor 22

City: Dallas

State: Texas

Country: USA

Zip: 75202

- Association Citizenship national banking association
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/077077

B. Trademark Registration No.(s)
721812 and 2806786 (see attached for details)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SUNGLAS; SUN X; VERSALUX

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name 05/12/2008 NJAMA1 00000105 77077077

01 FC:8521
02 FC:8522

5/9/2008

40.00
50.00

9. Signature:

Julie H. Cooper
Signature

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1

Country	Mark	Class	App. No.	Reg. No.	Status	Goods
USA	SUNGLAS	19	77/077077		PEN	Class 19: Float and flat glass. THIS NEW APPLICATION REPLACES PRIOR REG. NO. 1042909
USA	SUN X	12	72/060729	721812	REG	Class 12: Window glass for motor vehicles.
USA	VERSALUX	19	75/481251	2806786	REG	Class 19: Safety glass, glass panels and panes, window glass for architectural purposes, insulated glass, float and flat glass

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 14, 2008, is entered into by ZELEDYNE, L.L.C., a Delaware limited liability company ("Grantor"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, Agent and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark licenses listed on Schedule 1 hereto (collectively, the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Release of Security Interest.

Subject to the Loan Agreement and following Full Payment of the Obligations, Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ZELEDYNE, L.L.C., a Delaware limited liability company

By: [Signature]
Name: ROBERT PRICE
Title: MANAGER

STATE OF Michigan §
 §
COUNTY OF Wayne §

On April 10th, 2008, before me, the undersigned, a notary public in and for said state, personally appeared Robert Price, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the manager, on behalf of Zeledyne, L.L.C., a Delaware limited liability company, the company therein named, and acknowledged to me that the company executed the within instrument pursuant to its limited liability company agreement or a resolution of its board of managers.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

[Signature]
Notary Public

JoAnn E. Vargo
My Commission Expires ~~Notary Public~~, State of Michigan
County of St. Clair
My Commission Expires March 7, 2012
Acting in the county of Wayne

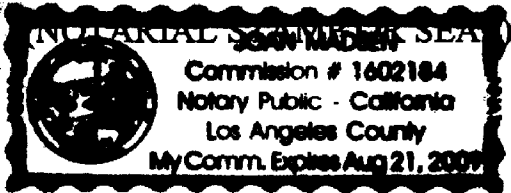
[Signature Page to Trademark Security Agreement]

By: *John Todd*
Name: John Todd
Title: Executive Vice President

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On April 2, 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared John Todd personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as an executive vice president on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



Joan Madsen
Notary Public

My Commission Expires:
August 21, 2009

[Signature Page to Trademark Security Agreement]

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Schedule 1-1