

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**1. Name of conveying party(ies)/Execution Date(s):**

American Beacon Advisors, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance:**

Execution Date(s): 8/21/2008

- Assignment                               Merger  
 Security Agreement                       Limited Partnership

Other Corrective Security Agreement -- Pursuant to TMFP 503.06(c), this submission is to correct an error made in a previously recorded document recorded at Reel/Frame 3397/0178, which recordal erroneously lists, and thereby affects, registration number 3353355. (See also Doc. ID No. 900114354)

**2. Name and address of receiving party(ies):** Additional names, addresses, or citizenship attached?  Yes  No

Name: American Beacon Advisors, Inc.

Internal Address: MD2450

Street Address: 4151 Amon Carter Blvd

City: Fort Worth

State: Texas

Country: United States Zip: 76155

- Association                              Citizenship \_\_\_\_\_  
 General Partnership                      Citizenship \_\_\_\_\_  
 Limited Partnership                      Citizenship \_\_\_\_\_  
 Corporation-State                      Citizenship Delaware  
 Other \_\_\_\_\_                      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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): \_\_\_\_\_

B. Trademark Registration No.(s): 3,353,355

Additional number(s) attached  Yes  No

C. Identification of Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
AMERICAN BEACON

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

Name: Nicholas G. de la Torre c/o Brinks Hofer Gilson & Lyons

Internal/Address: \_\_\_\_\_

Street Address: P.O. Box 10395

City: Chicago

State: IL Zip: 60610

Phone Number: 312/321-4200

Fax Number: 312/321-4299

Email Address: officeactions@brinkshofer.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.5(b)(8) & 3.41)**

\$ \_\_\_\_\_

- 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 \_\_\_\_\_

**9. Signature:**

Nicholas G. de la Torre  
Signature

Nicholas G. de la Torre

Name of Person Signing

August 26, 2008

Date

Total number of pages including cover sheet, attachments, and document: 11

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, PO Box 1450, Alexandria, VA 22313-1450

USPTO

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TO: NICHOLAS G. DE LA TORRE COMPANY: P.O. BOX 10395

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0951-0027 Exp. 8/30/12

09-21-2008

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



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and documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

Atrium Companies, Inc.

- Individual(s)
- General Partnership
- Corporation - State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 30, 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: Merrill Lynch Capital, a Division of Merrill Lynch  
Business Financial Services, Inc., as Collector  
Internal: NY 1177  
Address: 16th Floor

Street Address: 222 N. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60601

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Division

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship USA  
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)  
78/892,888 78/899,858 78/885,814 78/892,397  
78/838,335 78/892,401 78/892,399 78/885,358  
78/839,149 78/889,492

B. Trademark Registration No.(s)  
3,002,737

Additional sheet(s) attached?  Yes  No

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

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

Name: Gavie D. Grooks

Internal Address: Latham & Watkins LLP

Suite: 6800

Street Address: 238 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-699-2622

Fax Number: 312-699-9787

Email Address: gavie.grooks@lw.com

8. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 200.00

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

6. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Gavie D. Grooks*  
Signature

8/13/2008

Date

09/21/2008 09:59:06 00000002 78692358

Signature

Total number of pages including cover sheet, attachments, and document: 6

01 EC:8551  
02 EC:8551  
03 EC:8551

Printed Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22318-1450

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TRADEMARK  
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TO: NICHOLAS G. DE LA TORRE COMPANY: P.O. BOX 10395

**Trademark Security Agreement**

Trademark Security Agreement, dated as of June 30, 2006, by ATRIUM COMPANIES, 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 Master Reaffirmation and Joinder Agreement dated as of June 21, 2006 in favor of the Collateral Agent pursuant to which the Pledgor has reaffirmed that certain Security Agreement dated as of December 28, 2004 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 have entered into that certain Amended and Restated Credit Agreement dated as of June 21, 2006, 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

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TO: NICHOLAS G. DE LA TORRE COMPANY: P.O. BOX 10395

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]

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TO: NICHOLAS G. DE LA TORRE COMPANY: P.O. BOX 10395

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,

ATRIUM COMPANIES, INC.

By:   
Name: Philip J. Ragona  
Title: Senior Vice President and General Counsel

Accepted and Agreed:  
MERRILL LYNCH CAPITAL, A  
DIVISION OF MERRILL LYNCH  
BUSINESS FINANCIAL SERVICES INC.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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TO: NICHOLAS G. DE LA TORRE COMPANY: P.O. BOX 10395

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,

CHAMPION WINDOW, L.P.

By: Champion Window Holdings, Inc., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:  
MERRILL LYNCH CAPITAL, A  
DIVISION OF MERRILL LYNCH  
BUSINESS FINANCIAL SERVICES INC.,  
as Collateral Agent

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

[Signature Page to the Trademark Security Agreement]

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TO: NICHOLAS G. DE LA TORRE COMPANY; P.O. BOX 10395

**SCHEDULE I**  
**To**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

## Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ATRIUM COMPANIES, INC.	3,082,737	SILENT GUARD

## Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ATRIUM COMPANIES, INC.	Serial No. 78/692,398	ASPIRATIONS
ATRIUM COMPANIES, INC.	Serial No. 78/839,958	ATRIUM WIZARD
ATRIUM COMPANIES, INC.	Serial No. 78/565,814	SCULPTURED SQUARES
ATRIUM COMPANIES, INC.	Serial No. 78/692,397	BRAYURA
ATRIUM COMPANIES, INC.	Serial No. 78/838,935	CAN DO ATTITUDE
ATRIUM COMPANIES, INC.	Serial No. 78/692,401	DYNASTY
ATRIUM COMPANIES, INC.	Serial No. 78/692,399	EXPRESSIONS
ATRIUM COMPANIES, INC.	Serial No. 78/688,356	HEIRLOOM
ATRIUM COMPANIES, INC.	Serial No. 78/839,149	INSTALL ATRIUM INSTILL CONFIDENCE
ATRIUM COMPANIES, INC.	Serial No. 78/659,492	ULTRAGRAIN

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RECORDED: 09/19/2006

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RECORDED: 08/26/2008

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