

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
Shapes/Arch Holdings, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:
Shapes, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:
Delair, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:
Accu-Weld, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:
Arch Acquisition Holdings, Inc.		08/08/2008	CORPORATION:
Accu-Weld Realty Pennsylvania, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:
Shapes Realty New Jersey, L.L.C.		08/08/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2148244	HIGH PERFORMANCE GLASS WITH A MEMORY ACCU-GLAZE
Registration Number:	2221921	ACCU-GLAZE Z GLASS
Registration Number:	2286971	ACCURA
Registration Number:	1530873	ACCU-WELD

CH \$240.00 2148244

Registration Number:	2913225	DELGARD
Registration Number:	2962285	JOHNNY WEISSMULLER
Registration Number:	3061680	PATRIOT POOLS
Registration Number:	3015986	ROCKLAND
Registration Number:	1842200	TOTAL COMFORT

CORRESPONDENCE DATA

Fax Number: (617)345-3299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6173453000
Email: trademarks@burnslev.com
Correspondent Name: Renee Inomata
Address Line 1: 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	42126.1 WELLSFARFOOT RI
NAME OF SUBMITTER:	Renee Inomata
Signature:	/Renee Inomata/
Date:	01/20/2009

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of August, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and each Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Shapes/Arch Holdings, L.L.C., as parent ("Parent"), and each of Parent's subsidiaries and such subsidiaries' subsidiaries identified on the signature pages to the Credit Agreement (individually and collectively, the "Subsidiaries" and, together with Parent, referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and each Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and each Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and each Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, each Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and each Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

GRANTORS:

SHAPES/ARCH HOLDINGS L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer and Treasurer

SHAPES L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer and Secretary

DELAIR L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer

ACCU-WELD L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer

ULTRA L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer

ARCH ACQUISITION HOLDINGS, INC.

By: _____
Name: Craig Kahler
Title: Vice President and Treasurer

ACCU-WELD REALTY PENNSYLVANIA, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and Secretary

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By: _____
Name: Paul Sorensen
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By: _____
Name: Paul Sorensen
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ARCH ACQUISITION HOLDINGS, INC.

By: _____
Name: Craig Kahler
Title: Vice President and Treasurer

ACCU-WELD REALTY PENNSYLVANIA, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and Secretary

SHAPES REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and
Secretary

ULTRA REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: SN Thomas
Title: Vice President

STATE OF _____

_____ COUNTY

On this _____ day of August, 2008, before me, the undersigned notary public, personally appeared Craig Kahler, Vice President of Arch Acquisition Holdings, Inc., proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of such entity, on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Notary Public
Name: _____
My Commission Expires: _____

SHAPES REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and Secretary

ULTRA REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: SN Thomas
Title: Vice President

STATE OF Florida

Miami Dade COUNTY

On this 06 day of August, 2008, before me, the undersigned notary public, personally appeared Craig Kahler, Vice President of Arch Acquisition Holdings, Inc., proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of such entity, on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.



Paola Gianino
Notary Public
Name: Paola Gianino
My Commission Expires: 06/10/2012

STATE OF New Jersey

Gloucester COUNTY

On this 6 day of August, 2008, before me, the undersigned notary public, personally appeared Paul Sorensen, Chief Financial Officer of each of Shapes/Arch Holdings, L.L.C., Shapes L.L.C., Delair L.L.C., Accu-Weld L.L.C., Ultra L.L.C., Accu-Weld Realty Pennsylvania, L.L.C., Shapes Realty New Jersey, L.L.C. and Ultra Realty New Jersey, L.L.C., proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of such entities, on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Linda Diane Biazzo

Notary Public

Name: LINDA DIANE BIAZZO

My Commission Expires:

STATE OF _____

_____ COUNTY



LINDA DIANE BIAZZO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMM. EXP. 10/16/11

On this _____ day of August, 2008, before me, the undersigned notary public, personally appeared SN Thomas, Vice President of Wells Fargo Foothill, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on behalf of Wells Fargo Foothill, LLC on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

SHAPES REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and
Secretary

ULTRA REALTY NEW JERSEY, L.L.C.

By: _____
Name: Paul Sorensen
Title: Chief Financial Officer, Treasurer and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: SN Thomas
Title: Vice President

STATE OF _____

_____ COUNTY

On this _____ day of August, 2008, before me, the undersigned notary public, personally appeared Craig Kahler, Vice President of Arch Acquisition Holdings, Inc., proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of such entity, on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Notary Public
Name: _____
My Commission Expires: _____

STATE OF _____

_____ COUNTY

On this _____ day of August, 2008, before me, the undersigned notary public, personally appeared Paul Sorensen, Chief Financial Officer of each of Shapes/Arch Holdings, L.L.C., Shapes L.L.C., Delair L.L.C., Accu-Weid L.L.C., Ultra L.L.C., Accu-Weid Realty Pennsylvania, L.L.C., Shapes Realty New Jersey, L.L.C. and Ultra Realty New Jersey, L.L.C., proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on behalf of such entities, on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Notary Public
Name: _____
My Commission Expires: _____

STATE OF Georgia

Forsyth COUNTY

On this 4th day of August, 2008, before me, the undersigned notary public, personally appeared SN Thomas, Vice President of Wells Fargo Foothill, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on behalf of Wells Fargo Foothill, LLC on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Samantha Alexander

Notary Public
Print Name: Samantha Alexander
My Commission Expires: _____



**SCHEDULE I
TRADEMARKS**

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
HIGH PERFORMANCE GLASS WITH A MEMORY ACCU-GLAZE & Design United States of America	REGISTERED 19 Int.	75/118,355 13-Jun-96	2,148,244 31-Mar-98
ACCU-GLAZE Z-GLASS United States of America	REGISTERED 19 Int.	75/107,583 21-May-96	2,221,921 2-Feb-99
ACCURA United States of America	REGISTERED 19 Int.	75/312,195 20-Jun-97	2,286,971 19-Oct-99
ACCU-WELD United States of America	REGISTERED 19 Int.	73/703,306 28-Dec-87	1,530,873 21-Mar-89
DELGARD United States of America	REGISTERED 06 Int.	78/339,246 11-Dec-03	2,913,225 21-Dec-04
ETERNITY FINISH United States of America	REGISTERED 06 Int.	76/144,018 10-Oct-00	2,759,463 2-Sep-03
JOHNNY WEISSMULLER United States of America	Registered 06 Int.	78/339,252 11-Dec-03	2,962,285 14-Jun-05
PATRIOT POOLS United States of America	Registered 06 Int.	76/603,080 20-Jul-04	3,061,680 28-Feb-06
ROCKLAND United States of America	Registered 06 Int.	76/569,952 9-Jan-04	3,015,986 15-Nov-05
SHIELD SECURITY & Design United States of America	REGISTERED 06 Int.	76/539,567 22-Aug-03	2,949,257 10-May-05
TOTAL COMFORT United States of America	REGISTERED 06 Int., 19 Int.	74/262,393 3-Apr-92	1,842,200 28-Jun-94
W. WESTMORE CLASSIC HARDWARE FOR FINE HOMES AND DESIGN United States of America	REGISTERED 06 Int.	76/497,107 13-Mar-03	2,900,433 2-Nov-04
WESTMORE United States of America	REGISTERED 06 Int.	76/497,108 13-Mar-03	2,913,666 21-Dec-04