

O:RHONDA J. BIRDWELL, PARALEGAL -- PHR&D COMPANY: 285 PEACHTREE CENTER AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/20/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitro America, LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: <i>USA</i>		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77526858	E-GLAZE	
Serial Number:	77525894	ENVISION	
Serial Number:	77526875	HEATPRO	
Serial Number:	77526866	ENERGYGLAZE	
Serial Number:	77445049	ENVISION THE POSSIBILITIES	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal - PHR&D		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		

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ATTORNEY DOCKET NUMBER:	2889-7 VITRO
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	02/20/2009
Total Attachments: 8 source=3#page1.tif source=3#page2.tif source=3#page3.tif source=3#page4.tif source=3#page5.tif source=3#page6.tif source=3#page7.tif source=3#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 2nd day of January, 2009, between BANK OF AMERICA, N.A., a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and VITRO AMERICA, LLC, a Delaware limited liability company and successor by conversion to Vitro America, Inc. having its principal place of business at 231-A Lakeview Avenue, Placentia, California 92870 ("Company").

Recitals:

Reference is made to that certain Amended and Restated Loan and Security Agreement dated as of June 27, 2003 (as at any time amended, restated, supplemented, or otherwise modified, the "Loan Agreement"), by and among Company, VVP Finance Corporation, a Delaware corporation ("VVP"); Super Sky Products, Inc., a Wisconsin corporation ("Super Sky"; together with Company and VVP, collectively, "Borrowers"); and Lender.

A condition to Lender's willingness to continue to make loans or extend other financial accommodations under the Loan Agreement is Company's execution and delivery of this Agreement. To induce Lender to make loans and otherwise extend credit pursuant to the Loan Agreement, Company has agreed to grant a continuing security interest in and to all of its right, title and interest in and to the Trademark Collateral to Lender as security for the timely payment and performance of the Secured Obligations (as hereinafter defined).

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Company hereby agrees with Lender as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement.
2. Pursuant to a Security Agreement dated as of June 27, 2003, Company has granted to Lender, and Company hereby grants and re-grants to Lender, a continuing security interest in and lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks" and each individually, a "Trademark");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

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(c) all proceeds of the foregoing.

3. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's duties under this Agreement.

4. If, before the Obligations have been satisfied in full, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

5. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 4 hereof.

6. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

7. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Company, without representation, warranty or recourse and at Company's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

8. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company on demand by Lender and until so paid shall be added to the principal amount of the

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Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

9. Lender shall have the right, but shall in no way be obligated, at any time after the occurrence and during the continuance of an Event of Default, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Lender to aid such enforcement, or defense, and Company shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 9.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

11. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

12. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

13. To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

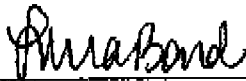
[Remainder of page intentionally left blank; Signatures begin on following page]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the day and year first written above.

ATTEST:

VITRO AMERICA, LLC (successor by conversion to Vitro America, Inc.)
("Company")



Lura Bond
Assistant Secretary

By: 

Arturo Carrillo
Chief Financial Officer

[CORPORATE SEAL]

Accepted in Atlanta, Georgia

BANK OF AMERICA, N.A.
("Lender")

By: _____
Title: _____

[Acknowledgments on following page]

O:RHONDA J. BIRDWELL, PARALEGAL -- PHR&D COMPANY:285 PEACHTREE CENTER AVENUE

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement on
the day and year first written above.

ATTEST:

VITRO AMERICA, LLC (successor by
conversion to Vitro America, Inc.)
("Company")

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Accepted in Atlanta, Georgia

BANK OF AMERICA, N.A.
("Lender")

By: John Yankovsk
Title: SVP

[Acknowledgments on following page]

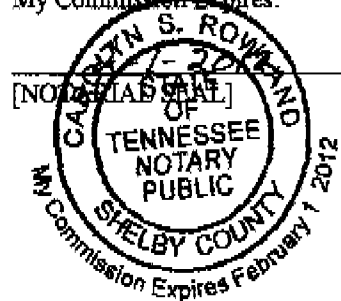
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STATE OF TENNESSEE §
§
COUNTY OF SHELBY §

BEFORE ME, the undersigned authority, on this day personally appeared Arturo Carrillo, Chief Financial Officer of Vitro America, LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2nd day of January, 2009.

Carolyn S. Rowland
Notary Public
My Commission Expires:



STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of January, 2009.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

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EXHIBIT A**Trademark Applications**

E-Glaze	Pending trademark application 77/526858	07/21/2008	USA	Vitro America, LLC (successor by conversion to Vitro America, Inc.)
Envision	Pending trademark application 77/525994	07/21/2008	USA	Vitro America, LLC (successor by conversion to Vitro America, Inc.)
Heatpro	Pending trademark application 77/526875	07/21/2008	USA	Vitro America, LLC (successor by conversion to Vitro America, Inc.)
Energyglazc	Pending trademark application 77/526866	07/21/2008	USA	Vitro America, LLC (successor by conversion to Vitro America, Inc.)
Envision the possibilities	Pending trademark application 77/445049	04/10/2008	USA	Vitro America, LLC (successor by conversion to Vitro America, Inc.)