

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest recorded at Reel/Frame 3651/0494		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Foothill Canada ULC		03/24/2009	Unlimited Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sankaty Advisors, LLC		
<b>Street Address:</b>	111 Huntington Avenue		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3051447	ENJOY THE VIEW	
Registration Number:	3341767	SUREGLIDE	
Registration Number:	3341766	EVERGLIDE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.596.9000		
Email:	tmfilings@fishneave.com		
Correspondent Name:	Ryan C. Tooley		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	BCCI-091-133		
NAME OF SUBMITTER:	Ryan C. Tooley		

CH \$90.00 3051447

**900132265**

**TRADEMARK  
 REEL: 003973 FRAME: 0841**

Signature:	/Ryan C. Tooley/
Date:	04/21/2009
Total Attachments: 6 source=WellsFargoSankatySecurityAgmt#page1.tif source=WellsFargoSankatySecurityAgmt#page2.tif source=WellsFargoSankatySecurityAgmt#page3.tif source=WellsFargoSankatySecurityAgmt#page4.tif source=WellsFargoSankatySecurityAgmt#page5.tif source=WellsFargoSankatySecurityAgmt#page6.tif	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is made as of this 24th day of March, 2009 between WELLS FARGO FOOTHILL CANADA ULC ("Assignor") and SANKATY ADVISORS, LLC ("Assignee").

### WITNESSETH

WHEREAS, reference is made to that certain Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of October 31, 2007, among Architectural Windows & Doors Inc., Gienow Windows & Doors Inc. and Farley Windows & Doors Inc., the lenders from time to time party thereto (the "Lenders") and Assignor, as administrative agent for the Lenders;

WHEREAS, in connection with the Credit Agreement, Farley Windows, USA, Inc. ("Grantor") executed a Security Agreement, dated as of October 31, 2007, in favor of Assignor (as amended, supplemented, or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor granted Assignor a security interest in all of Grantor's personal property and other assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, in connection with the Security Agreement, Grantor and Assignor entered into that certain Trademark Security Agreement, dated as of October 31, 2007, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3651, Frame 0494 (hereinafter referred to as the "Mortgage");

WHEREAS, Assignor, Assignee, Grantor and the other parties thereto are parties to that certain Assignment and Acceptance Agreement dated as of February 18, 2009 (the "Assignment Agreement") pursuant to which, among other actions, Assignee replaced Assignor as Agent under the Credit Agreement; and

WHEREAS, as further documentation of the replacement of Assignor by Assignee as Agent under the Credit Agreement, the parties now wish to execute and deliver this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts and undertakes from Assignor, all of Assignor's right, title and interest in, to and under the Mortgage, including without limitation the trademarks identified on Schedule I attached hereto, on and subject to the terms of the Assignment Agreement.

2. This Assignment is delivered pursuant to Section 8 of the Assignment Agreement, and is intended to further document the original assignment to Assignee by

Assignor of its right, title and interests in and to the Mortgage effected February 18, 2009 pursuant to the Assignment Agreement.

3. This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. This Assignment may be executed and delivered by telecopier or other facsimile transmission or electronic mail all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

**ASSIGNOR:**

WELLS FARGO FOOTHILL CANADA ULC, as  
Agent

By: S. Jacqueline Hermie

Name: Jacqueline Hermie

Its: Vice President

**ASSIGNEE:**

SANKATY ADVISORS, LLC, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
this \_\_\_\_ day of \_\_\_\_\_, 2009

**GRANTOR:**

FARLEY WINDOWS, U.S.A., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

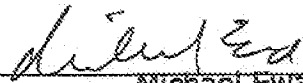
**ASSIGNOR:**

WELLS FARGO FOOTHILL CANADA ULC, as  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

SANKATY ADVISORS, LLC, as Agent

By:   
Name: Michael Ewald  
Its: Managing Director

ACKNOWLEDGED AND AGREED  
this \_\_\_\_ day of \_\_\_\_\_, 2009

**GRANTOR:**

FARLEY WINDOWS, U.S.A., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

WELLS FARGO FOOTHILL CANADA ULC, as  
Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

SANKATY ADVISORS, LLC, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
this 24<sup>th</sup> day of March, 2009

**GRANTOR:**

FARLEY WINDOWS, U.S.A., INC.

By:   
Name: Mark Webster  
Its: Wells Fargo

SCHEDULE I

Trademark Registrations/Applications

Grantor	Country	Mark	App/Reg Date	Application/ Registration No.
Farley Windows, U.S.A., Inc.	U.S.A.	Enjoy the View (Block Letters)	1/24/2006	3,051,447
Farley Windows, U.S.A., Inc.	U.S.A.	SureGlide (Stylized Letters)	3/22/2006	78,843,433
Farley Windows, U.S.A., Inc.	U.S.A.	EverGlide (Stylized Letters)	3/22/2006	78,843,414

"Energy Right Sash Technology" is a pending trademark that Grantor has applied for with regard to certain characteristics of its sash technology.