

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
USB/HL Acquisition Corp.		04/17/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewStar Financial, Inc., as Administrative Agent		
<b>Street Address:</b>	500 Boylston Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2758563	H	
Registration Number:	1747118	HY-LITE	
Registration Number:	3518246	MAXLITE	
Serial Number:	77458530	EXACT-FIT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	240042-0017		
NAME OF SUBMITTER:	Adam M. Grandy		

CH \$115.00 2758563

**900132359**

**TRADEMARK**  
**REEL: 003974 FRAME: 0486**

Signature:	/Adam M. Grandy/
Date:	04/22/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

**SECURITY AGREEMENT (TRADEMARKS)**  
(the "Trademark Security Agreement")

**WHEREAS** USB/HL Acquisition Corp., a Delaware corporation (the "Pledgor"), having an address at 3000 Johnson Avenue, Pensacola, Florida 32514, is the owner and user, as indicated on Schedule A, of the Trademarks issued by and/or Trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** the Pledgor has become a party to that certain Credit Agreement, dated as of December 15, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgor's parent corporation US Block Windows, Inc. (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and NewStar Financial, Inc., as Administrative Agent (the "Agent"); capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Credit Agreement;

**WHEREAS** the Pledgor has become a party to that certain Security Agreement, dated as of December 15, 2005 (as amended from time to time, the "Security Agreement") among the grantors from time to time party thereto, including the Pledgor, and the Agent, pursuant to which the Pledgor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Lenders shall have all the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Pledgor's right, title and interest in and to the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Agent hereby acknowledge and agree that the grant of the security interest hereunder to the Agent, for the benefit of the Lenders, and the rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page intentionally left blank.]

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 17<sup>th</sup> day of April, 2009.

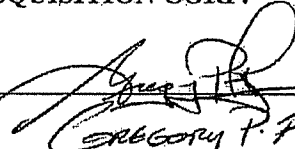
PLEDGOR:

**USB/HL ACQUISITION CORP.**

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

Name:

Title:

  
Gregory T. Flynn  
Vice President

AGENT:

**NEWSTAR FINANCIAL, INC.,**  
as Administrative Agent

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

Name:

Title:

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 17<sup>th</sup> day of April, 2009.

**PLEDGOR:**

**USB/HL ACQUISITION CORP.**

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

**AGENT:**

**NEWSTAR FINANCIAL, INC.,  
as Administrative Agent**

By: P. Emery Covington  
Name:  
Title: **P. Emery Covington  
NewStar Financial  
Managing Director  
Portfolio Management**

SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)

**Trademarks**

Trademark	Country	Registration Number	Registration Date	Goods
Stylized H & Design	United States	2,758,563	9/2/2003	Acrylic block windows, panels and decorative glass
HY-LITE	United States	1,747,118	1/19/1993	Acrylic and glass blocks for use in building construction; building panels comprised of acrylic and glass blocks; wooden frames for use in building construction; plastic extrusion profiles for use in building construction
MAXLITE	United States	3,518,246	10/14/2008	Non-metal framed acrylic block windows

**Trademark Applications**

Trademark	Country	Serial Number	Registration Date	Goods
EXACT-FIT (Pending)	United States	77/458,530	N/A	Non-metal acrylic block windows