

TO: LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/19/2009
900136685

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Trademark Security Agreement
-----------------------	------------------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Aluminum Corporation		03/30/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION Bank: New York

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2827723	YOUR WINDOW TO THE WORLD
Registration Number:	2788481	STORM WALL
Registration Number:	2757536	STORM FRONT
Registration Number:	2327439	OFFICEFRONTS
Registration Number:	2323070	UNIFLASH
Registration Number:	2313201	FASTRAK
Registration Number:	2288642	THE ALUMINIZER
Registration Number:	2282882	POLY-ALUMINIZER
Registration Number:	2330716	STRUCT-LINK
Registration Number:	2221519	HYDRAPUNCH
Registration Number:	2312307	INVIS-O-VENT
Registration Number:	3018869	WORLD OF WINDOWS
Serial Number:	78510920	ENERGY SHIELD

CH 5340.00 2827723

CORRESPONDENCE DATA

TO:LATHAM & WATKINS COMPANY:885 THIRD AVENUE

Fax Number: (212)751-4864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

038285-0076

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

06/19/2009

Total Attachments: 6

source=TM security agr IAC#page1.tif

source=TM security agr IAC#page2.tif

source=TM security agr IAC#page3.tif

source=TM security agr IAC#page4.tif

source=TM security agr IAC#page5.tif

source=TM security agr IAC#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2007 (this "Agreement"), is made by INTERNATIONAL ALUMINUM CORPORATION (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of March 30, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among IAL Acquisition Co., a California corporation, to be merged with and into International Aluminum Corporation, a California corporation, the various financial institutions and other Persons from time to time party thereto and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 30, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or

acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (xi) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Holdings and any of its Subsidiaries. Upon any such Disposition or termination, the Administrative Agent

will, at the Grantor's sole expense, release and deliver to Grantor without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

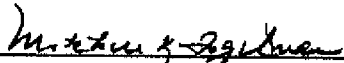
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5 1401 AND 5 1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.


* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

INTERNATIONAL ALUMINUM
CORPORATION,
as Grantor

By: 
Name: Mitchell K. Fogelman
Title: Senior Vice President - Finance
and Chief Financial Officer

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY,
as Administrative Agent

By: 
Name: Brian S. Perman
Title: Authorized Signatory

Schedules to Trademark Security Agreement

Item A. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	YOUR WINDOW TO THE WORLD	2,827,723	3/30/04
United States	STORM WALL	2,768,461	9/23/03
United States	STORM FRONT	2,757,536	8/26/03
United States	OFFICEFRONTS	2,327,439	3/7/00
United States	UNIFLASH	2,323,070	2/29/00
United States	FASTRAK	2,313,201	2/1/00
United States	THE ALUMINIZER	2,266,642	8/3/99
United States	POLY-ALUMINIZER	2,282,682	10/5/99
United States	STRUCT-LINK	2,330,716	3/21/00
United States	HYDRAPUNCH	2,221,519	2/2/99
United States	INVIS-O-VENT	2,312,307	1/25/00
United States	WORLD OF WINDOW	3,016,669	11/22/05

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	ENERGY SHIELD	78/510,920	11/3/04

Item B. Trademark Licenses

None.