

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
Abrisa Industrial Glass, Inc.		08/31/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	GE Business Financial Services, Inc.		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77630474	ABRISA	
Serial Number:	77611556	LUXVU	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-7708		
Email:	beth.arnold@lw.com		
Correspondent Name:	Elizabeth Arnold		
Address Line 1:	233 S. Wacker Drive, Ste. 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	16079-034784-0105		
NAME OF SUBMITTER:	Elizabeth Arnold		
Signature:	/s/ e arnold		
Date:	09/01/2009		

OP \$65.00 77630474

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2009, (this "Trademark Security Agreement") is made by ABRISA INDUSTRIAL GLASS, INC. ("Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2005, among Grantor, Abrisa Holding Company ("Holdings"), Z C & R Coatings for Optics, Inc. ("ZCR," and together with Grantor and Holdings, the "Debtors"), Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make loans and other financial accommodations available to the Debtors;

WHEREAS, pursuant to Section 2 of that certain Security Agreement, dated as of August 31, 2005, among the Debtors and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Agent, for its benefit and the benefit of the Lenders, Security Interests (as defined in the Security Agreement) in substantially all the assets of Grantor, including all right, title and interest of Grantor in and to all now owned or existing or hereafter created, acquired or arising trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing, and any and all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to Section 4.3 of the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, Grantor owns the Trademark registration applications listed on Schedule I annexed hereto.

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, Grantor hereby agrees as follows:

Section 1. Defined Terms. The following terms, as used herein, have the meanings set forth below. Capitalized terms used herein without definition are used as defined in the Security Agreement.

"Trademarks" means any trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing.

Section 2. Grant of Security Interests in Trademark Collateral. Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, a lien on, a continuing first priority security interest in and rights of set-off against any and all of Grantor's right, title and interest in, to and under the following property and interests in property of such Grantor, whether now owned or existing or hereafter created, acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment of each such Trademark.

Section 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to the Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges, affirms and agrees that the rights and remedies of the Agent with respect to the security interests 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and subject to the security interests hereunder.

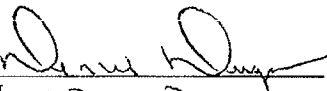
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois, without regard to conflicts of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

ABRISA INDUSTRIAL GLASS, INC., as
Grantor

By: 
Name: Dennis Dwyer
Title: Controller & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GE BUSINESS FINANCIAL SERVICES INC.
(f/k/a Merrill Lynch Capital, a division of
Merrill Lynch Business Financial Services, Inc.),
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

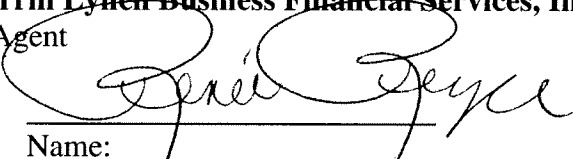
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABRISA INDUSTRIAL GLASS, INC., as
Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GE BUSINESS FINANCIAL SERVICES INC.
(f/k/a Merrill Lynch Capital, a division of
Merrill Lynch Business Financial Services, Inc.),
as Agent

By: 
Name: _____
Title: **Bruce M. Rump**
Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registration Applications

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Abrisa Industrial Glass, Inc.	ABRISA	77630474	December 10, 2008
Abrisa Industrial Glass, Inc.	LUXVU	77611556	November 10, 2008