

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Champion Window Manufacturing and Supply Co., LLC		01/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2986154	SIESTA SOL RETRACTABLE AWNING BY CHAMPION
Registration Number:	2986135	SIESTA SOL
Registration Number:	3639448	WE BUILD IT. WE INSTALL IT. WE STAND BEHIND IT.
Registration Number:	3634083	BASEMENT LIVING SYSTEMS
Registration Number:	3569478	BASEMENT LIVING SYSTEMS BY CHAMPION
Registration Number:	3362869	COLORBOND
Registration Number:	3373432	COMFORT 365 DOORS
Registration Number:	3373431	COMFORT 365 WINDOWS
Registration Number:	3039140	COMFORT 365
Registration Number:	2500108	HELPING TO MAKE YOUR HOUSE JUST A LITTLE MORE LIKE HOME
Registration Number:	2195331	CHAMPION
Registration Number:	2195330	CHAMPION

OP \$440.00 2986154

Serial Number:	77849627	COMFORT 365 DYNAMICS
Serial Number:	77814337	ACOUSTI-SOFT DUAL-DENSITY WALL SYSTEM
Serial Number:	77813915	ACOUSTI-SOFT
Serial Number:	77534740	BASEMENT LIVING SYSTEMS U.S.A.
Serial Number:	77534696	BASEMENT LIVING SYSTEMS USA

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.11238 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	02/01/2010

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of January 27, 2010, by CHAMPION WINDOW MANUFACTURING AND SUPPLY CO., LLC, a Delaware limited liability company (the "**Pledgor**"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict or be inconsistent with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable

form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

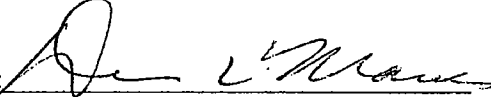
SECTION 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

Very truly yours,

CHAMPION WINDOW MANUFACTURING
AND SUPPLY CO., LLC, as Pledgor

By: 

Name: Dennis L. Manes

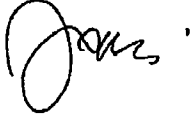
Title: Chief Executive Officer

CHAMPION WINDOW MANUFACTURING & SUPPLY CO., LLC
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004141 FRAME: 0279

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent



By: _____

Name: Joan Mok

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Champion Window Manufacturing & Supply Co., LLC
(Delaware LLC)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SIESTA SOL RETRACTABLE AWNING BY CHAMPION and Design	2986154	08/16/05
SIESTA SOL	2986135	08/16/05
WE BUILD IT. WE INSTALL IT. WE STAND BEHIND IT.	3639448	06/16/09
BASEMENT LIVING SYSTEMS	3634083	06/09/09
BASEMENT LIVING SYSTEMS BY CHAMPION	3569478	02/03/09
COLORBOND	3362869	01/01/08
COMFORT 365 DOORS	3373432	01/22/08
COMFORT 365 WINDOWS	3373431	01/22/08
COMFORT 365	3039140	01/10/06
HELPING TO MAKE YOUR HOUSE JUST A LITTLE MORE LIKE HOME	2500108	10/23/01
CHAMPION	2195331	10/13/98
CHAMPION	2195330	10/13/98

Pending Applications

Mark	Application No.	Filing Date
COMFORT 365 DYNAMICS	77849627	10/15/09
ACOUSTI-SOFT DUAL-DENSITY WALL SYSTEM	77814337	08/27/09
ACOUSTI-SOFT	77813915	08/27/09
BASEMENT LIVING SYSTEMS U.S.A. and Design	77534740	07/30/08
BASEMENT LIVING SYSTEMS USA	77534696	07/30/08