

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| The Bank of New York Mellon, as Second Lien Collateral Agent | | 01/27/2010 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Champion Window Manufacturing and Supply Co., LLC |
| Street Address: | 12121 Champion Way |
| City: | Cincinnati |
| State/Country: | OHIO |
| Postal Code: | 45251 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2986154 | SIESTA SOL RETRACTABLE AWNING BY CHAMPION |
| Registration Number: | 2986135 | SIESTA SOL |
| 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 |

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041

900153562

**TRADEMARK
 REEL: 004141 FRAME: 0282**

OP \$240.00 2986154

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

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

Total Attachments: 3
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 27, 2010, is made by The Bank of New York Mellon, as Second Lien Collateral Agent (the "Collateral Agent"). Unless otherwise defined herein, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement (as defined below).

WHEREAS, Champion Window Manufacturing and Supply Co., LLC (the "Pledgor") is party to that certain Second Lien Security Agreement, dated as of May 11, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Bank of America, N.A. (the "Initial Collateral Agent");

WHEREAS, pursuant to the Security Agreement, the Pledgor is party to that certain Second Lien Trademark Security Agreement, dated as of May 11, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") in favor of the Initial Collateral Agent;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor pledged and granted to the Initial 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 certain personal property, including without limitation, certain trademarks, trademark applications, and/or trademark licenses (collectively, the "Trademarks");

WHEREAS, the security interest in the Trademarks granted by the Pledgor to the Initial Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 15, 2007 at Reel 3541 and Frame 0778;

WHEREAS, the security interest in the Trademarks under the Trademark Security Agreement was assigned by the Initial Collateral Agent to the Collateral Agent and recorded at the United States Patent and Trademark Office on August 17, 2009 at Reel 4046 and Frame 0783; and

WHEREAS, without representation, warranty, or recourse, the Collateral Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, without representation, warranty, or recourse, the Collateral Agent hereby terminates and releases the collateral pledge, grant, assignment, lien and security interest granted to the Collateral Agent in the following Trademarks:

1. all of the Pledgor's Trademarks to which the Pledgor is a party including those referred to on Schedule A attached hereto;
2. all Goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and Proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

The Bank of New York Mellon,
as Second Lien Collateral Agent

By: 
Name: _____
Title: **Melinda Valentine**
Vice President

Schedule A
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 |
| 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 |