

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arch Aluminum & Glass Co., Inc.		01/29/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Arch Windows, LLC		
Street Address:	10200 NW 67th Street		
City:	Tamarac		
State/Country:	FLORIDA		
Postal Code:	33321		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3267127	WEST PALM SERIES	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38233-454 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
Signature:	/Donna Gasiorowski/		
Date:	02/02/2010		

CH \$40.00 3267127

Total Attachments: 7

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page1.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page2.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page3.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page4.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page5.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page6.tif

source=Trademark Assignment to Arch Windows, LLC (FINAL EXECUTION VERSION)_(16208197_2)#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of this 29th day of January, 2010 (the "Effective Date"), is made and entered into by and between ARCH ALUMINUM & GLASS CO., INC., a Florida corporation (the "Assignor"), and ARCH WINDOWS, LLC, a Delaware limited liability company (the "Assignee") (each of the Assignor and Assignee, a "party," and collectively, the "parties").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark and service mark registrations and trademark and service mark applications set forth on Schedule A-1 attached hereto and the foreign trademark and service mark registrations and trademark and service mark applications set forth on Schedule A-2 attached hereto, together with any and all goodwill associated with any of the foregoing (collectively, the "Trademarks");

WHEREAS, the Assignor, Arch Aluminum & Glass Enterprises, Inc. n/k/a Arch Extrusion Holding Corp. (the "Purchaser") and certain other entities are parties to that certain Asset Purchase Agreement, dated as of the 14th day of January, 2010 (the "Asset Purchase Agreement"), as amended, pursuant to which Purchaser has agreed to purchase, and Assignor has agreed to sell, certain assets of Assignor;

WHEREAS, as permitted under the Asset Purchase Agreement, Purchaser has assigned to Assignee, and Assignee has accepted, certain of Purchaser's rights under the Asset Purchase Agreement; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to irrevocably assign to Assignee, the entire 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, Assignor and Assignee hereby agree as follows.

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts the sale, assignment, transfer and set over of, the entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all causes of action (whether in law or equity) and all claims for damages by reason of past, present and future infringement, misappropriation or other unauthorized use of the Trademarks, with the right to sue for, counterclaim for and recover and collect the same, in each case, to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entity or agency in any foreign country, to record Assignee as the assignee and owner of the Trademarks.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

2. Further Action. Assignor shall, at the request and expense of Assignee, take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the timely execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documents and instruments) and do all other things, deemed necessary, proper or advisable by Assignee to establish and perfect Assignee's proprietary right, title and interest in the Trademarks and more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the recordation or perfection of this Assignment in all applicable jurisdictions throughout the world; (ii) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (iii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; and (iv) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States, any individual States or in any other country.

3. Attorney-in-Fact. Where Assignee is unable because of Assignor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Assignor's signature to apply for or to pursue any application for any United States or foreign trademark registration covering the Trademarks, then Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further a prosecution and issuance of trademark registrations thereon with the same legal force and effect as if executed by Assignor (which designation and appointment shall be deemed coupled with an interest).

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefits of the parties hereto and their respective successors and assigns.

5. Governing Law. The Assignment shall be governed by, and construed in accordance with, the Laws of the State of Florida and, to the extent applicable, chapter 11 of title 11 of the United States Code.

6. Joint and Several. Assignor shall be jointly and severally liable for all obligations of Assignor pursuant to this Assignment.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

ARCH ALUMINUM & GLASS CO., INC.

By: _____


Name: Leon J. Silverstein
Title: President

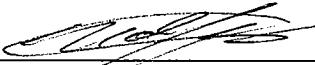
[Signature Page to Trademark Assignment - Arch Windows, LLC]

K&E 16208197.1

ASSIGNEE:

ARCH WINDOWS, LLC

By:



Name: Aaron P. Wolfe
Title: Vice President

[Signature Page to Trademark Assignment - Arch Windows, LLC]

SCHEDULE A-1

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APP NO	APP DATE	REG NO	REG DATE
WEST PALM SERIES	76/668,207	10/27/2006	3,267,127	7 /24/2007

SCHEDULE A-2

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

None.