

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
Atrium Companies, Inc.		04/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1925476	TRIUMPH
Registration Number:	1925477	APPLAUSE
Registration Number:	2285170	MASTerview
Registration Number:	2497433	THE ATRIUM DOOR
Registration Number:	2497434	ATRIUM
Registration Number:	2859534	IMPROVING YOUR VIEW OF THE WORLD
Registration Number:	2859535	ATRIUM WINDOWS AND DOORS
Registration Number:	2868546	BEST BUILT
Registration Number:	3000214	SAFE HARBOR
Registration Number:	3025701	ATRIUM
Registration Number:	3082737	SILENT GUARD
Registration Number:	3420056	HEIRLOOM
Registration Number:	3490287	DYNASTY
Registration Number:	3522596	ATRIUM WIZARD

OP \$415.00 1925476

Registration Number:	3535411	ASPIRATIONS
Serial Number:	77686365	INSTALL ATRIUM INSTILL CONFIDENCE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins, c/o Julie Dalke
 Address Line 1: 650 Town Center Dr, 20th floor
 Address Line 2: 029217-0183
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029217-0183
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	05/06/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2010, is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Atrium Corporation ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 30, 2010, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest 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 Trademark Security 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 New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

Very truly yours,

ATRIUM COMPANIES, INC.

as Grantor

By: 

Name: Philip J. Ragona

Title: Senior Vice President and
General Counsel

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

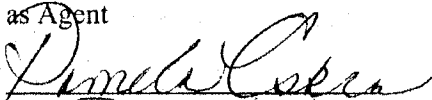
Very truly yours,

ATRIUM COMPANIES, INC.
as Grantor

By: _____
Name: Philip J. Ragona
Title: Senior Vice President and
General Counsel

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Pamela Esler
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004200 FRAME: 0491

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Atrium Companies, Inc.	ASPIRATIONS	United States	3,535,411	11/18/2008
Atrium Companies, Inc.	ATRIUM	United States	2,497,434	10/16/2001
Atrium Companies, Inc.	ATRIUM	United States	3,025,701	12/13/2005
Atrium Companies, Inc.	ATRIUM WINDOWS & DOORS	United States	2, 859,535	07/06/2004
Atrium Companies, Inc.	ATRIUM WIZARD	United States	3,522,596	10/21/2008
Atrium Companies, Inc.	BEST BUILT	United States	2,868,546	08/03/2004
Atrium Companies, Inc.	HEIRLOOM	United States	3,420,056	4/29/2008
Atrium Companies, Inc.	IMPROVING YOUR VIEW OF THE WORLD	United States	2, 859,534	07/06/2004
Atrium Companies, Inc.	MASTerview	United States	2,285,170	10/12/1999
Atrium Companies, Inc.	SAFE HARBOR	United States	3,000,214	9/27/2005
Atrium Companies, Inc.	SILENT GUARD	United States	3,082,737	04/18/2006
Atrium Companies, Inc.	THE ATRIUM DOOR	United States	2,497,433	10/16/2001
Atrium Companies, Inc.	DYNASTY	United States	3,490,287	08/19/2008
Atrium Companies, Inc, (successor by merger to Atrium Door and Window Company – West Coast)	TRIUMPH	United States	1,925,476	10/10/1995
Atrium Companies, Inc. (successor by merger to Atrium Door and Window Company – West Coast)	APPLAUSE	United States	1,925,477	10/10/1995
Atrium Companies, Inc.	THE ATRIUM WINDOW	Canada	385,423	06/07/1991
Atrium Companies, Inc.	THE ATRIUM DOOR	Canada	268,984	05/14/1982

2. TRADEMARK APPLICATIONS

OWNER	MARK	COUNTRY	SERIAL NUMBER	FILING DATE
Atrium Companies, Inc.	INSTALL ATRIUM INSTILL CONFIDENCE	United States	77/686,365	03/12/2009
Atrium Companies, Inc.	EXPRESSIONS	United States	78/692,399	08/15/2005