

TO: LATHAM & WATKINS, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/06/2010
 900161516

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermal Industries, 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:	08856-5201
Entity Type:	CORPORATION: Delaware

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1787158	DREAMSPACE
Registration Number:	1828557	DREAMSPACE
Registration Number:	2139038	DREAM
Registration Number:	2143647	ALARM READY
Registration Number:	2157267	DREAMGLAS
Registration Number:	2780340	E3 MAX GLASS
Registration Number:	3130200	PARK AVENUE

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

OP \$190.00 1767158

TO:LATHAM & WATKINS, C/O JULIE DALKE COMPANY:650 TOWN CENTER DR, 20TH FLOOR

ATTORNEY DOCKET NUMBER:	020217-0163
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	05/08/2010
Total Attachments: 6 source=2- TM c#page1.tif source=2- TM c#page2.tif source=2- TM c#page3.tif source=2- TM c#page4.tif source=2- TM c#page5.tif source=2- TM c#page6.tif	

TO: LATHAM & WATKINS, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FLOOR

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"):

TO: LATHAM & WATKINS, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FLOOR

(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

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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]

TO: LATHAM & WATKINS, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FLOOR

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,

THERMAL INDUSTRIES, INC.

By: *Phillip J. Ragona*

Name: Phillip 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]

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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,

THERMAL INDUSTRIES, 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 E. Egan
Title: Duty Authorized Signatory

[Signature Page to Trademark Security Agreement]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Thermal Industries, Inc.	ALARM READY	2,143,647	03/10/1998
Thermal Industries, Inc.	DREAM	2,133,038	01/27/1998
Thermal Industries, Inc.	DREAMGLAS	2,157,267	05/12/1998
Thermal Industries, Inc.	DREAMSPACE	1,767,158	04/27/1993
Thermal Industries, Inc.	DREAMSPACE	1,928,557	10/17/1995
Thermal Industries, Inc.	E3 MAX GLASS	2,780,340	11/04/2003
Thermal Industries, Inc.	PARK AVENUE	3,130,200	08/15/2006

2. TRADEMARK APPLICATIONS

OWNER	MARK	SERIAL NUMBER	FILING DATE
Thermal Industries, Inc.	24 HOUR ROOM	77/542,477	08/08/2008

CPV1163218.2