

**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
International Management Services Group, Inc.		05/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Canadian Imperial Bank of Commerce, New York Agency, as Administrative Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2827723	YOUR WINDOW TO THE WORLD
Registration Number:	2768461	STORM WALL
Registration Number:	2757536	STORM FRONT
Registration Number:	2266642	THE ALUMINIZER
Registration Number:	2282682	POLY-ALUMINIZER
Registration Number:	2330716	STRUCT-LINK
Registration Number:	3267683	ENERGY SHIELD

**CORRESPONDENCE DATA**

Fax Number: (212)751-4864  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-906-1200  
 Email: angela.amaru@lw.com  
 Correspondent Name: Angela Amaru c/o Latham & Watkins  
 Address Line 1: 885 Third Avenue

CH \$190.00 2827723

**900163782**

**TRADEMARK  
 REEL: 004218 FRAME: 0527**

Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038265-0076
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	06/04/2010

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010 (this "Agreement"), is made by INTERNATIONAL MANAGEMENT SERVICES GROUP, INC. (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of May 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among INTERNATIONAL ARCHITECTURAL PRODUCTS, INC., a Texas corporation, INTERNATIONAL ARCHITECTURAL GROUP LLC, a Delaware limited liability company, the various financial institutions and other Persons from time to time party thereto and the Administrative Agent and the Lenders, Loans have been deemed to have been made by the Lenders to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 21, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing, owned, acquired or created by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, Internet domain names, service marks, certification marks, collective marks, logos and other source or

business identifiers, designs and general intangibles of a like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (“Trademarks”), including the Trademarks which are the subject of a registration or application referred to in Item A of Schedule I;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a);

(c) the right to sue, enjoin, collect damages or otherwise recover for past, present and future infringements, dilution or other violations of any of the Trademarks owned by or exclusively licensed to such Grantor or for any injury to the goodwill associated with the use of any such Trademark; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, license fees, royalties, income, payments, claims, damages and proceeds of suits now or hereafter due and/or payable with respect thereto).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (vi) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Holdings and any of its Subsidiaries. Upon any such Disposition or termination, the Administrative Agent will, at the Grantor’s sole expense, release and deliver to Grantor without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the

Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5 1401 AND 5 1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

\* \* \* \* \*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

INTERNATIONAL MANAGEMENT SERVICES  
GROUP, INC., as Grantor

By: Jeffrey B. Park  
Name: Jeffrey B. Park  
Title: Chief Financial Officer

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK AGENCY,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page for Trademark Security Agreement]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

INTERNATIONAL MANAGEMENT SERVICES  
GROUP, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF  
COMMERCE, NEW YORK AGENCY,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: **E. Lindsay Gordon**  
Title: **Canadian Imperial Bank of Commerce  
Executive Director**

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks:

<u>Registered Trademarks</u>		
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
YOUR WINDOW TO THE WORLD	2,827,723	03/30/2004
STORM WALL	2,768,461	09/23/2003
STORM FRONT	2,757,536	08/26/2003
THE ALUMINIZER	2,266,642	08/03/1999
POLY-ALUMINIZER	2,282,682	10/05/1999
STRUCT-LINK	2,330,716	03/21/2000
ENERGY SHIELD	3,267,683	07/24/2007

<u>Pending Trademark Applications</u>		
<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.		