

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Commonwealth Laminating & Coating, Inc.		08/18/2010	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856-5201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2989734	SUNTEK	
Registration Number:	2989735	SUNTEK	
Registration Number:	2989736	SUNTEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0550		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		

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**900169750**

**TRADEMARK**  
**REEL: 004263 FRAME: 0326**

Signature:	/gdg/
Date:	08/19/2010
Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2010, is made by 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 August 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Credit Parties party thereto, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith 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 Borrowers 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 of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

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 Illinois.

[SIGNATURE PAGES FOLLOW]

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,

COMMONWEALTH LAMINATING &  
COATING, INC.

as Grantor

By: David H. Mitchell  
Name: David H. Mitchell  
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Jeff Becker  
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Country	Goods or Services/Class No.	Appln./Reg. No.	Filing/Reg. Date
US	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	2,989,734	August 30, 2005
US	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	2,989,735	August 30, 2005
US	Technical consulting services in the field of design, selection, installation and use of plastic and thin films for others/42	2,989,736	August 30, 2005
Russia	Plastic films for glass and smooth surfaces, namely solar, heat resistance, and insulating films; protective and impact resistance films; tinting and reflective films, privacy films/17; technical consulting services in the field of design, selection, installation and use of plastic and thin films for others/42	2009729682	November 23, 2009
Brazil	Films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17; technical consulting services in the field of design, selection, installation and use of plastic and thin films for others/42	827026528	April 1, 2008
Venezuela	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	0034/05	July 8, 2004
Australia	Window films for reflecting solar radiation; window protection films/17	791413	April 16, 2009
Philippines	Laminated polyester surface protection materials; polyester films (other than for wrapping or packaging)/17	4-2000-009096	February 7, 2004
Singapore	Window films for reflecting solar radiation; window protection films/17	T99/04068C	April 23, 2009
Taiwan	Window films for reflecting solar radiation; window protection films being goods/17	905864	September 16, 2000
China	Films/17	3435622	September 7, 2004

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
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Country	Goods or Services/Class No.	Appln./Reg. No.	Filing/Reg. Date
Europe (CTM)	Films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows (not included in other classes)/17; glass used in building, including light-reflective and heat-reflective glass, light-filtering glass, insulating glass and glass resistant to break-ins/19; business mediation by wholesale companies with regard to trading in films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins; import and export of films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins/35	004100582	April 20, 2006
Ukraine	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	101496	January 12, 2009
Mexico	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	978198	January 9, 2007
Colombia	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	335,732	May 28, 2007
Argentina	Plastic films for glass and smooth surfaces, namely solar, heat resistant and insulating films; protective and impact resistant films; tinting and reflective films, privacy films/17	92372	May 19, 2008
Japan	Window tinting treatment, being surface coating/40	5179281	November 7, 2008



Country	Goods or Services/Class No.	Appn./Reg. No.	Filing/Reg. Date
Norway	Films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows (not included in other classes)/17; glass used in building, including light-reflective and heat-reflective glass, light-filtering glass, insulating glass and glass resistant to break-ins/19; business mediation by wholesale companies with regard to trading in films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins; import and export of films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins/35	247519	September 8, 2008
Switzerland	Films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows (not included in other classes)/17; glass used in building, including light-reflective and heat-reflective glass, light-filtering glass, insulating glass and glass resistant to break-ins/19; business mediation by wholesale companies with regard to trading in films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins; import and export of films, not of metal, including of polyester, for deflecting sunlight and heat through windows, for filtering light, for blocking UV rays through windows and for insulation, and for protecting windows against break-ins and reinforcing and securing windows, glass used in building, including light-reflective and heat-reflective glass, light-filtering glass insulating glass and glass resistant to break-ins/35	578895	November 6, 2008
Benelux	(No English translation available)/13; (No English translation available)/14	753048	March 29, 2004