

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arch Aluminum & Glass, LLC		10/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun Arch Aluminum & Glass Finance, LLC		
<b>Street Address:</b>	5200 Town Center Circle, Suite 470		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0543004	AMARLITE	
Serial Number:	85079461	ARCH ARMOR BACK MIRROR	
Registration Number:	2845631	ARCH ARMOR BACK MIRROR	
Registration Number:	3036306	ARCH DECO GLASS	
Registration Number:	3175880	ARCH DECO GLASS	
Registration Number:	3006213	ARCH RESISTOR IMPACT SERIES	
Registration Number:	3218388	ARCH RESISTOR IMPACT SERIES	
Registration Number:	2807183	ARMOR BACK	
Registration Number:	3142594	CRYSTAL FROST	
Registration Number:	3154522	CUBE	
Registration Number:	3006212	FORMED IN THE EYE OF THE STORM	
Registration Number:	3018333	IFG 5000	
Registration Number:	3383748	IMPACT VIEW	
Registration Number:	3383749	IMPACT VIEW	

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Registration Number:	3142595	MIST
Registration Number:	3142592	MIST STRIPES
Registration Number:	2833978	RC ARCH ALUMINUM & GLASS CO. INC.
Registration Number:	3142593	STORM
Registration Number:	1722970	SUMIGLASS
Registration Number:	3602922	VISUAL BY ARCH DECO GLASS
Registration Number:	2908067	YOUR TRUE SINGLE SOURCE

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-862-6371  
Email: renee.prescan@kirkland.com  
Correspondent Name: Renee Prescan  
Address Line 1: 300 North LaSalle Street  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11180-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/14/2010

**Total Attachments: 6**

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN FIRST LIEN/SECOND LIEN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF OCTOBER 5, 2010, AMONG SUN ARCH ALUMINUM & GLASS FINANCE, LLC, ARCH ALUMINUM & GLASS, LLC, ARCH EXTRUSION, LLC, ARCH WINDOWS, LLC, ARCH INTERMEDIATE HOLDING, LLC, ARCH CANADA HOLDING, LLC, ARCH REAL ESTATE HOLDING, LLC, ARCH TAMARAC REAL ESTATE HOLDING, LLC, ARCH VILLA RICA REAL ESTATE HOLDING, LLC, ARCH BETTENDORF REAL ESTATE HOLDING, LLC, ARCH FT. PIERCE REAL ESTATE HOLDING, LLC, ARCH JACKSON REAL ESTATE HOLDING, LLC AND ARCH CUYAHOGA FALLS REAL ESTATE HOLDING, LLC, AND BANK OF AMERICA, N.A. ("FIRST LIEN AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED TO THE FIRST LIEN AGENT AND THE OTHER SENIOR SECURED PARTIES (AS SUCH TERM IS DEFINED THEREIN) FROM TIME TO TIME UNDER THE SENIOR DEBT DOCUMENTS (AS SUCH TERM IS DEFINED THEREIN) AND TO ALL LIENS AND SECURITY INTERESTS SECURING SUCH INDEBTEDNESS, IN EACH CASE AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE DOCUMENTS AND TO ALL LIENS AND SECURITY INTERESTS SECURING SUCH INDEBTEDNESS, IN EACH CASE AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT  
(Arch Aluminum & Glass, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 5, 2010, by and between ARCH ALUMINUM & GLASS, LLC, a Delaware limited liability company (the "Pledgor"), and SUN ARCH ALUMINUM & GLASS FINANCE, LLC, a limited liability company, as Lender (the "Lender") pursuant to that certain Subordinated Second Lien Loan and Security Agreement, dated as of October 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Loan and Security Agreement"), among the Pledgor, certain affiliates of the Pledgor and the Lender (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan and Security Agreement).

RECITALS:

Pursuant to the terms of the Loan and Security Agreement, the Pledgor has granted to the Lender a Lien upon and security interest in all General Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Pledgor's Trademarks and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Lender a Lien upon and continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(1) all trademark registrations and applications for trademark registration referred to in Schedule 1 annexed hereto (the "Trademarks"), together with the goodwill of the business symbolized thereby; and

(2) all products and proceeds of the foregoing.

The Lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Lender pursuant to the Loan and Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

ARCH ALUMINUM & GLASS, LLC

By: \_\_\_\_\_

Name: Grace Kurowska

Title: Chief Financial Officer, Vice President, Treasurer and Secretary

LENDER:

SUN ARCH ALUMINUM & GLASS FINANCE,  
LLC

By: \_\_\_\_\_

Name: Michael J. McConvery

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

ARCH ALUMINUM & GLASS, LLC



By: \_\_\_\_\_  
Name: Grace Kurowska  
Title: Chief Financial Officer, Vice President, Treasurer  
and Secretary


LENDER:

SUN ARCH ALUMINUM & GLASS FINANCE,  
LLC

By:  \_\_\_\_\_  
Name: Michael J. McConvery  
Title: Vice President

Schedule 1  
to  
Trademark Security Agreement

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	AMARLITE	U.S.	71/583461 8/15/1949	0543004 5/29/1951
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	85/079461 7/7/2010	
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	76/368002 2/7/2002	2845631 5/25/2004
Arch Aluminum & Glass, LLC	ARCH DECO GLASS	U.S.	76/564148 12/9/2003	3036306 12/27/2005
Arch Aluminum & Glass, LLC	ARCH DECO GLASS and Design 	U.S.	76/647701 9/30/2005	3175880 11/28/2006
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES	U.S.	76/491113 2/19/2003	3006213 10/11/2005
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES and Design 	U.S.	76/504369 4/8/2003	3218388 3/13/2007
Arch Aluminum & Glass, LLC	ARMOR BACK	U.S.	76/366885 2/5/2002	2807183 1/20/2004
Arch Aluminum & Glass, LLC	CRYSTAL FROST	U.S.	76/577484 2/25/2004	3142594 9/12/2006
Arch Aluminum & Glass, LLC	CUBE	U.S.	76/577482 2/25/2004	3154522 10/10/2006

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	FORMED IN THE EYE OF THE STORM	U.S.	76/491111 2/19/2003	3006212 10/11/2005
Arch Aluminum & Glass, LLC	IFG 5000	U.S.	76/573107 1/30/2004	3018333 11/22/2005
Arch Aluminum & Glass, LLC	IMPACT VIEW	U.S.	76/670456 12/18/2006	3383748 2/19/2008
Arch Aluminum & Glass, LLC	IMPACTVIEW and Design <i>ImpactView</i>	U.S.	76/670457 12/18/2006	3383749 2/19/2008
Arch Aluminum & Glass, LLC	MIST	U.S.	76/577485 2/25/2004	3142595 9/12/2006
Arch Aluminum & Glass, LLC	MIST STRIPES	U.S.	76/577481 2/25/2004	3142592 9/12/2006
Arch Aluminum & Glass, LLC	RC ARCH ALUMINUM & GLASS CO. INC. and Design 	U.S.	76/499778 3/24/2003	2833978 4/20/2004
Arch Aluminum & Glass, LLC	STORM	U.S.	76/577483 2/25/2004	3142593 9/12/2006
Arch Aluminum & Glass, LLC	SUMIGLASS	U.S.	74/169516 5/23/1991	1722970 10/6/1992
Arch Aluminum & Glass, LLC	VISUAL BY ARCH DECO GLASS	U.S.	76/668916 11/13/2006	3602922 4/7/2009
Arch Aluminum & Glass, LLC	YOUR TRUE SINGLE SOURCE	U.S.	76/564149 12/9/2003	2908067 12/7/2004