

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arch Windows, LLC		10/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun Arch Aluminum & Glass Finance, LLC		
Street Address:	5200 Town Center Circle, Suite 470		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3267127	WEST PALM SERIES	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$40.00 3267127

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**TRADEMARK
 REEL: 004295 FRAME: 0901**

Date:

10/14/2010

Total Attachments: 5

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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 Windows, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 5, 2010, by and between ARCH WINDOWS, 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 WINDOWS, 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 WINDOWS, 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 Windows, LLC	WEST PALM SERIES	U.S.	76/668207 10/27/2006	3267127 7/24/2007

SCHEDULE 1 to Trademark Security Agreement, Solo Page

RECORDED: 10/14/2010

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