

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                               |                                     |
|----------------------------------|--|-------------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                |                                     |
| <b>NATURE OF CONVEYANCE:</b>     |  | Third Lien Security Agreement |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                               |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>         | <b>Entity Type</b>                  |
| Arch Windows, LLC                |  | 10/05/2010                    | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                               |                                     |
| <b>Name:</b>                     | Sun Arch Aluminum & Glass, L.P.  |                               |                                     |
| <b>Composed Of:</b>              | COMPOSED OF Sun Holdings V, LLC, a Delaware limited liability company                |                               |                                     |
| <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 PARTNERSHIP: DELAWARE  |                               |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                               |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>              |                                     |
| <b>Registration Number:</b>      | 3267127  | WEST PALM SERIES              |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                               |                                     |
| <b>Fax Number:</b>               | (312)862-2200  |                               |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                               |                                     |
| <b>Phone:</b>                    | 312-862-6371   |                               |                                     |
| <b>Email:</b>                    | renee.prescan@kirkland.com   |                               |                                     |
| <b>Correspondent Name:</b>       | Renee Prescan  |                               |                                     |
| <b>Address Line 1:</b>           | 300 North LaSalle Street   |                               |                                     |
| <b>Address Line 2:</b>           | Kirkland & Ellis LLP   |                               |                                     |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60654  |                               |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 11180-2 RMP  |                               |                                     |
| <b>NAME OF SUBMITTER:</b>        | Renee M. Prescan   |                               |                                     |
| <b>Signature:</b>                | /Renee M. Prescan/   |                               |                                     |

CH \$40.00 3267127

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/THIRD LIEN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT") DATED AS OF OCTOBER 5, 2010, AMONG OTHERS, THE PAYEE (AS DEFINED BELOW), THE PLEDGORS (AS DEFINED BELOW), AND THE FIRST LIEN AGENT (AS DEFINED BELOW), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED TO BANK OF AMERICA, N.A. (THE "FIRST LIEN AGENT") AND THE OTHER SENIOR SECURED PARTIES (AS SUCH TERM IS DEFINED THEREIN) FROM TIME TO TIME UNDER THE SENIOR LOAN DOCUMENTS (AS SUCH TERM IS DEFINED THEREIN), IN EACH CASE AS SUCH FIRST LIEN LOAN DOCUMENTS (AS DEFINED IN THE THIRD LIEN NOTE) 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 AS CONTEMPLATED BY THE FIRST LIEN INTERCREDITOR AGREEMENT; AND THE PAYEE, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE FIRST LIEN INTERCREDITOR AGREEMENT.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SECOND LIEN/THIRD LIEN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SECOND LIEN INTERCREDITOR AGREEMENT") DATED AS OF OCTOBER 5, 2010, AMONG OTHERS, THE PAYEE, THE ISSUERS, AND SUN ARCH ALUMINUM & GLASS FINANCE, LLC, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED TO SUN ARCH ALUMINUM & GLASS FINANCE, LLC, FROM TIME TO TIME UNDER THE SECOND LIEN LOAN DOCUMENTS (AS DEFINED IN THE THIRD LIEN NOTE), IN EACH CASE AS SUCH SECOND LIEN LOAN 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 AS CONTEMPLATED BY THE SECOND LIEN INTERCREDITOR AGREEMENT; AND THE PAYEE, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SECOND LIEN 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, L.P., a limited partnership, as Payee (the "Payee") pursuant to that certain Subordinated Third Lien Secured Promissory Note, dated as of October 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Third Lien Note"), among the Pledgor, certain affiliates of the Pledgor and the Payee (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Third Lien Note).

RECITALS:

Pursuant to the terms of the Third Lien Security Agreement, the Pledgor has granted to the Payee 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 Payee 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 Payee pursuant to the Third Lien Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Payee with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Third Lien Security Agreement and Third Lien Note, 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 Third Lien Security Agreement, the Third Lien 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

PAYEE:

SUN ARCH ALUMINUM & GLASS, LP

By SUN HOLDINGS V, LLC, its General Partner

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

Michael J. McConvery

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

PAYEE:

SUN ARCH ALUMINUM & GLASS, LP

By SUN HOLDINGS V, LLC, its General Partner

By: Michael J. McConvery  
Michael J. McConvery  
Vice President

Schedule 1  
to  
Trademark Security Agreement

| Owner                | Mark             | Country | Serial No./<br>Filing Date | Reg. No./<br>Reg. Date |
|----------------------|------------------|---------|----------------------------|------------------------|
| Arch Windows,<br>LLC | WEST PALM SERIES | U.S.    | 76/668207<br>10/27/2006    | 3267127<br>7/24/2007   |

SCHEDULE 1 to Trademark Security Agreement, Solo Page

**RECORDED: 10/14/2010**

**TRADEMARK  
REEL: 004295 FRAME: 0947**