

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Gentek Building Products, Inc. | | 10/13/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | UBS AG, Stamford Branch, as US Collateral Agent |
| Street Address: | 677 Washington Boulevard |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | Bank: SWITZERLAND |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 2426917 | |
| Registration Number: | 2706936 | AMHERST |
| Registration Number: | 3005066 | BLUEPRINT SERIES |
| Registration Number: | 2515846 | COLOR CLEAR THROUGH |
| Registration Number: | 2539266 | COLOR CLEAR THROUGH |
| Registration Number: | 2709166 | CONCORD |
| Registration Number: | 3627447 | DEALER OF DISTINCTION |
| Registration Number: | 2728990 | DRIFTWOOD |
| Registration Number: | 3136858 | ESSEX SERIES |
| Registration Number: | 2706935 | FAIR OAKS |
| Registration Number: | 2182231 | GENTEK |
| Registration Number: | 2419250 | GENTEK |
| Registration Number: | 2421398 | GENTEK |
| Registration Number: | 3133823 | GENTEK BUILDER SERIES |

CH \$1115.00 2426917

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|----------------------|----------|-----------------------------------|
| Registration Number: | 3796848 | GENTEK MY DESIGN HOME STUDIO |
| Registration Number: | 3134312 | OMNIRAIL |
| Registration Number: | 3496994 | PORTFOLIO |
| Registration Number: | 3308415 | PROCLAD |
| Registration Number: | 3796849 | REVERE MY DESIGN HOME STUDIO |
| Registration Number: | 3672099 | SEQUOIA SELECT |
| Registration Number: | 2734559 | SEQUOIA SELECT |
| Registration Number: | 3585207 | SOVEREIGN |
| Registration Number: | 3585208 | SOVEREIGN SELECT |
| Registration Number: | 3529074 | TAPESTRY |
| Registration Number: | 3163566 | TRIMESSENTIALS BY GENTEK |
| Registration Number: | 3143105 | TRIMESSENTIALS BY REVERE |
| Registration Number: | 2182235 | |
| Registration Number: | 1503931 | ADVANTAGE |
| Registration Number: | 1593047 | ADVANTAGE |
| Registration Number: | 1309643 | CEDARWOOD |
| Registration Number: | 1403757 | CEDARWOOD |
| Registration Number: | 1231131 | DRIFTWOOD |
| Registration Number: | 2178369 | FAIRWEATHER |
| Registration Number: | 2146866 | NORTH AMERICAN WINDOWS |
| Registration Number: | 2176755 | OXFORD |
| Registration Number: | 1788166 | SIGNATURE |
| Registration Number: | 1942268 | SIGNATURE SUPREME |
| Registration Number: | 1685992 | STEELSIDE |
| Serial Number: | 77925967 | ENERGYLOGIX |
| Serial Number: | 77927257 | ENFUSION |
| Serial Number: | 77921616 | SOVEREIGN SELECT ENERGY ADVANTAGE |
| Serial Number: | 77870231 | SOVEREIGN SELECT ENERGY SMART |
| Serial Number: | 77937960 | TRILOGY |
| Serial Number: | 77107451 | VISTA VIEW BY GENTEK |

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

TRADEMARK
REEL: 004297 FRAME: 0636

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 543222-030 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 10/18/2010 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”), dated as of October 13, 2010 is made by Gentek Building Products, Inc., a Delaware corporation (the “US Grantor”), in favor of UBS AG, STAMFORD BRANCH, as US collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “US Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the US SECURITY AGREEMENT, dated as of October 13, 2010 (the “US Security Agreement”), among CAREY INTERMEDIATE HOLDINGS CORP., a Delaware corporation (“Holdings”), ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the “Company”), and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a “US Subsidiary Grantor” and, collectively, the “US Subsidiary Grantors”; and, together with Holdings and the Company, collectively, the “US Grantors”), and the US Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the US Security Agreement, US Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the US Security Agreement to the US Collateral Agent in such US Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the US Collateral Agent and US Grantor agree as follows:

SECTION 1. Grant of Security. The US Grantor hereby grants to the US Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such US Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by US Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the US Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving US Grantor.

SECTION 3. Recordation. US Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. US Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the

rights and remedies of, the US Collateral Agent with respect to the Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the US Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to US Grantor shall be given to it in care of the Company at the Company’s address set forth in Section 13.2 of the Credit Agreement.

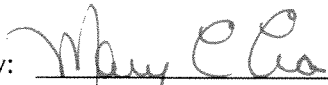

SECTION 9. Expenses. US Grantor agrees to reimburse the US Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the US Collateral Agent.

IN WITNESS WHEREOF, US Grantor and the US Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By: *Vicki Hardman*
Name: Vicki Hardman
Title: Vice President

UBS AG, STAMFORD BRANCH
as US Collateral Agent

By:  
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US
Irja R. Otsa
Associate Director
Banking Products
Services, US

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

| Trademark | Appl./Reg. Number |
|------------------------------|-------------------|
| [Design Only] | 2,426,917 |
| AMHERST | 2,706,936 |
| BLUEPRINT SERIES | 3,005,066 |
| COLOR CLEAR THROUGH | 2,515,846 |
| COLOR CLEAR THROUGH | 2,539,266 |
| CONCORD | 2,709,166 |
| DEALER OF DISTINCTION | 3,627,447 |
| DRIFTWOOD | 2,728,990 |
| ESSEX SERIES | 3,136,858 |
| FAIR OAKS | 2,706,935 |
| GENTEK | 2,182,231 |
| GENTEK | 2,419,250 |
| GENTEK | 2,421,398 |
| GENTEK BUILDER SERIES | 3,133,823 |
| GENTEK MY DESIGN HOME STUDIO | 3,796,848 |
| OMNIRAIL | 3,134,312 |
| PORTFOLIO | 3,496,994 |
| PROCLAD | 3,308,415 |
| REVERE MY DESIGN HOME STUDIO | 3,796,849 |
| SEQUOIA SELECT | 3,672,099 |
| SEQUOIA SELECT | 2,734,559 |
| SOVEREIGN | 3,585,207 |
| SOVEREIGN SELECT | 3,585,208 |
| TAPESTRY | 3,529,074 |
| TRIMESENTIALS BY GENTEK | 3,163,566 |
| TRIMESENTIALS BY REVERE | 3,143,105 |
| [Design Only] | 2,182,235 |

| Trademark | Appl./Reg. Number |
|-----------------------------------|-------------------|
| ADVANTAGE | 1,503,931 |
| ADVANTAGE | 1,593,047 |
| CEDARWOOD | 1,309,643 |
| CEDARWOOD | 1,403,757 |
| DRIFTWOOD | 1,231,131 |
| FAIRWEATHER | 2,178,369 |
| NORTH AMERICAN WINDOWS | 2,146,866 |
| OXFORD | 2,176,755 |
| SIGNATURE | 1,788,166 |
| SIGNATURE SUPREME | 1,942,268 |
| STEELSIDE | 1,685,992 |
| ENERGYLOGIX | 77/925,967 |
| ENFUSION | 77/927,257 |
| SOVEREIGN SELECT ENERGY ADVANTAGE | 77/921,616 |
| SOVEREIGN SELECT ENERGYSMART | 77/870,231 |
| TRILOGY | 77/937,960 |
| VISTA VIEW BY GENTEK | 77/107,451 |