

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Materials, LLC		10/13/2010	LIMITED LIABILITY COMPANY: 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: 91

Property Type	Number	Word Mark
Registration Number:	1361396	ALSIDE
Registration Number:	1362890	ALSIDE
Registration Number:	1366665	ALSIDE
Registration Number:	1374768	ALSIDE
Registration Number:	3124384	ALSIDE-YOUR FRIEND IN THE BUSINESS
Registration Number:	2982062	AMHERST
Registration Number:	2959666	ARCHITECTURAL CLASSICS
Registration Number:	2769198	ARCHITECTURAL SCALLOPS
Registration Number:	3036616	BARRIER XP
Registration Number:	2929845	BECAUSE LIFE IS FOR LIVING
Registration Number:	2808598	BOARD & BATTEN
Registration Number:	1362889	BRIAR-CUT 2000
Registration Number:	3541971	BROOKWOOD
Registration Number:	2741918	CENTERLOCK

CH \$2290.00 1361396

900174205

**TRADEMARK
 REEL: 004298 FRAME: 0157**

Registration Number:	3244340	CENTERLOCK ENERGY CHOICE
Registration Number:	3244126	CENTURION
Registration Number:	2764215	CHARTER OAK
Registration Number:	2999175	CHARTER OAK ENERGY ELITE
Registration Number:	3755833	CHROMATRUE
Registration Number:	2696468	CLIMASHIELD
Registration Number:	2420765	CLIMATECH
Registration Number:	2775465	COLORCONNECT
Registration Number:	2126899	CONQUEST
Registration Number:	3577573	COVENTRY BY ALSIDE
Registration Number:	3540750	CYPRESS CREEK
Registration Number:	2958504	ENERGYMAXX
Registration Number:	2875556	ETERNA DECK
Registration Number:	3060897	ETERNAFENCE
Registration Number:	3133969	ETERNAWELD
Registration Number:	3129028	EVERRAIL
Registration Number:	2189267	EXCALIBUR
Registration Number:	3003107	EXTERIOR ACCENTS
Registration Number:	3136821	FAIRHAVEN SOUND
Registration Number:	1361397	FIRST ON AMERICA'S HOMES
Registration Number:	1372534	FIRST ON AMERICA'S HOMES
Registration Number:	2901919	GALLERY
Registration Number:	3518129	GALLERY
Registration Number:	2808599	GENEVA
Registration Number:	3250778	GREENBRIAR
Registration Number:	1945878	GREENBRIAR IV
Registration Number:	3165962	HARBOR POINTE
Registration Number:	2754487	HOMERUN
Registration Number:	3208465	ISS INSTALLED SALES SOLUTIONS
Registration Number:	1715783	LIFEWALL
Registration Number:	3485609	MERIDIAN
Registration Number:	3020158	NEXTSALE NEIGHBORHOOD MARKETING PROGRAM
Registration Number:	1415900	ODYSSEY
Registration Number:	3188626	ODYSSEY PLUS
Registration Number:	2801477	PELICAN BAY

TRADEMARK

REEL: 004298 FRAME: 0158

Registration Number:	3032834	PLATINUM SERIES INSULATION
Registration Number:	1373253	POLYMER P-5000
Registration Number:	2589831	PRESERVATION
Registration Number:	3340790	PRESERVATION
Registration Number:	2979824	PRODIGY
Registration Number:	3074152	REVOLUTION
Registration Number:	3074153	REVOLUTION BY ALSIDE
Registration Number:	1704109	SADDLEWOOD SUPREME
Registration Number:	1376459	SATINWOOD
Registration Number:	2982063	SEQUOIA
Registration Number:	2785031	SHEFFIELD
Registration Number:	2982064	SIGNATURE
Registration Number:	3525079	SOLARTHERM
Registration Number:	2805812	SOLARZONE
Registration Number:	1698757	SUPER STEEL SIDING
Registration Number:	2861761	THE ARCHITECTURAL COLOR COLLECTION
Registration Number:	1494265	THE CENTURY SERIES
Registration Number:	3538704	THE NATURE OF SIDING
Registration Number:	1914954	THE ULTIMATE FENCE
Registration Number:	2702687	TRIMWORKS
Registration Number:	3194733	ULTRABEAM
Registration Number:	1803751	ULTRAGUARD
Registration Number:	1699824	ULTRAMAXX
Registration Number:	3671624	VISTAVIEW
Registration Number:	1375459	VYNASOL
Registration Number:	2793070	WESTBRIDGE
Registration Number:	1656826	WILLIAMSPORT
Registration Number:	3526021	WINDOWEXPRESS
Registration Number:	1326987	ALSIDE
Registration Number:	973218	SAW-KERF
Registration Number:	1242108	THE DESIGNER'S SELECTION
Serial Number:	77771432	BRADENTON PREMIERE
Serial Number:	85053048	COASTSTAR
Serial Number:	77962486	ENERGYINTEL
Serial Number:	77829107	EXCELLENCE SERIES 62

Serial Number:	78957791	FIRST IMPRESSIONS
Serial Number:	77115924	FIRST IMPRESSIONS BY ALSIDE
Serial Number:	85088225	FORECASTER
Serial Number:	77964647	FRAMEWORKS
Serial Number:	77771447	ILLUMINATIONS
Serial Number:	77829123	LUMINA LX
Serial Number:	85068313	TRIBEAM

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
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:	543222-025
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/18/2010

Total Attachments: 8
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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 Associated Materials, LLC, a Delaware limited liability company (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.

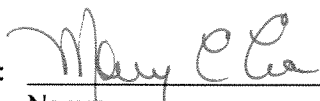

SECTION 9. Expenses. US Grantor agrees to reimburse the US Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the US Collateral Agent.

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.

ASSOCIATED MATERIALS, LLC

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

UBS AG, STAMFORD BRANCH
as US Collateral Agent

By:  

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

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

Trademark	Appl./Reg. Number
ALSIDE	1,361,396
ALSIDE	1,362,890
ALSIDE	1,366,665
ALSIDE	1,374,768
ALSIDE-YOUR FRIEND IN THE BUSINESS	3,124,384
AMHERST	2,982,062
ARCHITECTURAL CLASSICS	2,959,666
ARCHITECTURAL SCALLOPS	2,769,198
BARRIER XP	3,036,616
BECAUSE LIFE IS FOR LIVING	2,929,845
BOARD & BATTEN	2,808,598
BRIAR-CUT 2000	1,362,889
BROOKWOOD	3,541,971
CENTERLOCK	2,741,918
CENTERLOCK ENERGY CHOICE	3,244,340
CENTURION	3,244,126
CHARTER OAK	2,764,215
CHARTER OAK ENERGY ELITE	2,999,175
CHROMATRUE	3,755,833
CLIMASHIELD	2,696,468
CLIMATECH	2,420,765
COLORCONNECT	2,775,465
CONQUEST	2,126,899
COVENTRY BY ALSIDE	3,577,573
CYPRESS CREEK	3,540,750
ENERGYMAXX	2,958,504
ETERNA DECK	2,875,556

Trademark	Appl./Reg. Number
ETERNAFENCE	3,060,897
ETERNAWELD	3,133,969
EVERRAIL	3,129,028
EXCALIBUR	2,189,267
EXTERIOR ACCENTS	3,003,107
FAIRHAVEN SOUND	3,136,821
FIRST ON AMERICA'S HOMES	1,361,397
FIRST ON AMERICA'S HOMES	1,372,534
GALLERY	2,901,919
GALLERY	3,518,129
GENEVA	2,808,599
GREENBRIAR	3,250,778
GREENBRIAR IV	1,945,878
HARBOR POINTE	3,165,962
HOMERUN	2,754,487
ISS INSTALLED SALES SOLUTIONS	3,208,465
LIFEWALL	1,715,783
MERIDIAN	3,485,609
NEXTSALE NEIGHBORHOOD MARKETING PROGRAM	3,020,158
ODYSSEY	1,415,900
ODYSSEY PLUS	3,188,626
PELICAN BAY	2,801,477
PLATINUM SERIES INSULATION	3,032,834
POLYMER P-5000	1,373,253
PRESERVATION	2,589,831
PRESERVATION	3,340,790
PRODIGY	2,979,824
REVOLUTION	3,074,152
REVOLUTION BY ALSIDE	3,074,153
SADDLEWOOD SUPREME	1,704,109
SATINWOOD	1,376,459

Trademark	Appl./Reg. Number
SEQUOIA	2,982,063
SHEFFIELD	2,785,031
SIGNATURE	2,982,064
SOLARTHERM	3,525,079
SOLARZONE	2,805,812
SUPER STEEL SIDING	1,698,757
THE ARCHITECTURAL COLOR COLLECTION	2,861,761
THE CENTURY SERIES	1,494,265
THE NATURE OF SIDING	3,538,704
THE ULTIMATE FENCE	1,914,954
TRIMWORKS	2,702,687
ULTRABEAM	3,194,733
ULTRAGUARD	1,803,751
ULTRAMAXX	1,699,824
VISTAVIEW	3,671,624
VYNASOL	1,375,459
WESTBRIDGE	2,793,070
WILLIAMSPORT	1,656,826
WINDOWEXPRESS	3,526,021
ALSIDE	1,326,987
SAW-KERF	973,218
THE DESIGNER'S SELECTION	1,242,108
BRADENTON PREMIERE	77/771,432
COASTSTAR	85/053,048
ENERGYINTEL	77/962,486
EXCELLENCE SERIES 62	77/829,107
FIRST IMPRESSIONS	78/957,791
FIRST IMPRESSIONS BY ALSIDE	77/115,924
FORECASTER	85/088,225
FRAMEWORKS	77/964,647
ILLUMINATIONS	77/771,447

Trademark	Appl./Reg. Number
LUMINA LX	77/829,123
TRIBEAM	85/068,313