

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark 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:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3267127	WEST PALM SERIES	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-7311		
Email:	HWRITM@hunton.com		
Correspondent Name:	Janet W. Cho - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	46124.021141		
NAME OF SUBMITTER:	Janet W. Cho		
Signature:	/Janet W. Cho/		

CH \$40.00 3267127

Date:

10/27/2010

Total Attachments: 4

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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 BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders and as collateral agent for the Secured Parties (the "Agent") pursuant to that certain 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, each of the financial institutions party thereto from time to time as lenders and the Agent (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 Agent 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 Agent 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 Agent pursuant to the Loan and Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent 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
Secretary and Treasurer

AGENT:

BANK OF AMERICA, N.A., as the Agent

By: _____

Name: Robert J. Walker

Title: Senior 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.

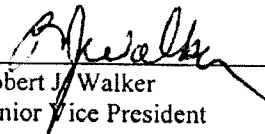
PLEDGOR:

ARCH WINDOWS, LLC

By: _____
Name: _____
Title: _____

AGENT:

BANK OF AMERICA, N.A., as the Agent

By:  _____
Name: Robert J. Walker
Title: Senior 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