

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
Gentek Building Products, Inc.		10/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Notes Collateral Agent		
Street Address:	1445 Ross Avenue, 2nd Floor		
Internal Address:	MAC T5303-022		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-2812		
Entity Type:	Association: UNITED STATES		
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	

CH \$1115.00 2426917

Registration Number:	3133823	GENTEK BUILDER SERIES
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.

TRADEMARK
REEL: 004411 FRAME: 0541

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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/09/2010

Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gentek Building Products, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 13, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal

Address: as Notes Collateral Agent

Street Address: 1445 Ross Avenue, 2nd FL, MAC T5303-022

City: Dallas

State: TX

Country: USA Zip: 75202-2812

Association Citizenship USA-Federal

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

77/925,967 and additional numbers on attached Schedule A

B. Trademark Registration No.(s)
2,426,917 and additional numbers on attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

October 14, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Trademark Security Agreement”), dated as of October 13, 2010, among GENTEK BUILDING PRODUCTS, INC., a Delaware corporation (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as notes collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Notes 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 NOTES SECURITY AGREEMENT, dated as of October 13, 2010 (the “Notes Security Agreement”), among 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 “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and, together with the Company, collectively, the “Grantors”), and the Notes Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Indenture shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Notes Security Agreement, Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Security Interest granted under the Notes Security Agreement to the Notes Collateral Agent in such 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 Notes Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such 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 Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Notes 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 Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Notes Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Notes 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 Trademark Security Agreement and the terms of the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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 TRADEMARK 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 Trademark 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 Notes 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 13.02 of the Indenture. All communications and notices hereunder to Grantor shall be given to it in care of the Company at the Company’s address set forth in Section 13.02 of the Indenture.


SECTION 9. Expenses. Grantor agrees to reimburse the Notes Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark

Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Notes Collateral Agent.

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

GENTEK BUILDING PRODUCTS, INC.,
as a Grantor

By:



Name: Stephen E. Graham

Title: Vice President – Chief Financial
Officer, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004411 FRAME: 0548

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: **JOHN C. STOHLMANN**
Title: **VICE PRESIDENT**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004411 FRAME: 0549

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND 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
TRIMESSENTIALS BY GENTEK	3,163,566
TRIMESSENTIALS BY REVERE	3,143,105
[Design Only]	2,182,235
ADVANTAGE	1,503,931

Trademark	Appl./Reg. Number
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