

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
Window Products, Inc.		12/03/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc.		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85051169	FRAMING LIFE'S MOMENTS	
Serial Number:	85051178	EC	
Serial Number:	85051180	EC	
Registration Number:	3580040	THERMALPRO	
Registration Number:	3580041	WINPRO	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0482		

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900178109

TRADEMARK
REEL: 004427 FRAME: 0288

NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	12/07/2010
Total Attachments: 4 source=Amendment to Trademark Security Agreement#page1.tif source=Amendment to Trademark Security Agreement#page2.tif source=Amendment to Trademark Security Agreement#page3.tif source=Amendment to Trademark Security Agreement#page4.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2010, by WINDOW PRODUCTS, INC., a Washington corporation (the "Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC. (f/k/a Merrill Lynch Business Financial Services Inc.), in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor is a party to a Security Agreement, dated as of March 14, 2007 (the "Security Agreement") in favor of the Agent, pursuant to which the Grantor executed and delivered a Trademark Security Agreement dated as of March 31, 2009 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on April 1, 2009 at Reel 3962, Frame 0860.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Amendment. Schedule I attached to the Existing Trademark Security Agreement is hereby amended and supplemented by adding thereto the Trademarks of Grantor listed on Schedule I attached hereto (the "Additional Trademarks"), and the Grantor hereby confirms, ratifies and acknowledges the pledge and the grant to the Agent for the benefit of the Secured Parties of a lien on and security interest in the Additional Trademarks.

SECTION 3. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Additional Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amendment to Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Ratification. Except as specifically set forth above, the Existing Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 5. Counterparts. This Amendment to Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment to Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Grantor have caused this Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINDOW PRODUCTS, INC.

By: *Gorman E. Lutz*
Name: *GORMAN E. LUTZ*
Title: *SECRETARY*

GE BUSINESS FINANCIAL SERVICES INC.,
(f/k/a Merrill Lynch Business Financial Services Inc.),
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor have caused this Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINDOW PRODUCTS, INC.

By: _____
Name:
Title:

GE BUSINESS FINANCIAL SERVICES INC.,
(f/k/a Merrill Lynch Business Financial Services Inc.),
as Collateral Agent

By: Heidi Kinehart
Name: Heidi Kinehart
Title: Vice President

SCHEDULE I
to
AMENDMENT TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Reg/Serial #	Owner
Framing Life's Moments	85051169	Window Products Inc.
EC	85051178	Window Products Inc.
EC+	85051180	Window Products Inc.
Thermalpro	3580040	Window Products Inc.
Winpro	3580041	Window Products Inc.