

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
Sunrise Windows Ltd.		12/14/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3143800	SUNBLINDS	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-6842		
Email:	Cadwell.Jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M218846		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

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TRADEMARK
REEL: 004433 FRAME: 0717

Date:

12/15/2010

Total Attachments: 3

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 14, 2010, by and from SUNRISE WINDOWS LTD., an Ohio limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Grantee").

WHEREAS, Sunrise Windows, LLC (the "Borrower"), the Lenders, and the Grantee have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor, the Lenders, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 14, 2010, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademark (the "Trademark") listed on Exhibit A attached hereto, which trademark is registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

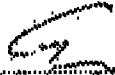
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademark acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in the Trademark set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademark, and shall have the right to use and register the Trademark in the ordinary course of the business of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above:

SUNRISE WINDOWS LTD:

By: 
Name: Erik Holmsen
Title: Vice President

Signature Page for
Grant of Security Interest in United States Trademarks (Sunrise Windows Ltd.)

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark Registration:

Mark	Reg. No.	Reg. Date	Country
SUNBLINDS	3,143,800	9/12/2006	United States