

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
Empire Pacific Windows Corp.		02/08/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc.		
Street Address:	222 N. LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3751055	EMPIRE PACIFIC WINDOWS	
Registration Number:	3768095	EPW	
Registration Number:	3488366		
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 60606-6401		
ATTORNEY DOCKET NUMBER:	025646-0482		
NAME OF SUBMITTER:	Zeynep Gieseke		

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TRADEMARK
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Signature:	/zg/
Date:	02/14/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2011, by EMPIRE PACIFIC WINDOWS CORP. (the "Pledgor"), in favor of GE BUSINESS FINANCIAL SERVICES INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Joinder Agreement by and among Pledgor, WPI-EPW Holdings Corp. and Collateral Agent, dated as of the date hereof, Pledgor has become a party to that certain Security Agreement dated as of March 14, 2007 in favor of Collateral Agent (as amended, restated, reaffirmed, modified or otherwise supplemented from time to time, the "Security Agreement"); and

WHEREAS, Pledgor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and as an inducement to Lenders to continue to make Loans, and incur Letter of Credit Liabilities pursuant to the Credit Agreement, the Pledgor hereby agrees with the Collateral 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. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

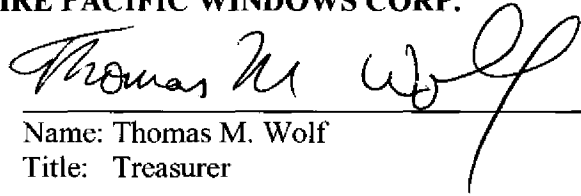
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

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

EMPIRE PACIFIC WINDOWS CORP.

By: _____


Name: Thomas M. Wolf
Title: Treasurer

Accepted and Agreed:

GE BUSINESS FINANCIAL SERVICES INC.,
as Collateral Agent

By: _____

Name:

Title:

[Signature page to Trademark Security Agreement]

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

EMPIRE PACIFIC WINDOWS CORP.

By: _____
Name: Thomas M. Wolf
Title: Treasurer

Accepted and Agreed:

GE BUSINESS FINANCIAL SERVICES INC.,
as Collateral Agent

By: HRinehart
Name: **Heidi Rinehart**
Title: **Vice President**

[Signature page to Trademark Security Agreement]

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

U.S. Trademarks:

OWNER	REGISTRATION NUMBER	TRADEMARK
Empire Pacific Windows Corp.	3,751,055	Empire Pacific Windows
Empire Pacific Windows Corp.	3,768,095	EPW
Empire Pacific Windows Corp.	3,488,366	The Company LOGO