

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
Pittsburgh Glass Works, LLC		04/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
Internal Address:	6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77499426	AQUAPEL	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	025646-0421		
NAME OF SUBMITTER:	Gayle D. Grocke		
Signature:	/gdg/		

CH \$40.00 77499426

Date:

04/15/2011

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2010, is made by Pittsburgh Glass Works, LLC, a Delaware limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as Agent under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, of even date herewith, by and among Pittsburgh Glass Works, LLC (the "Borrower"), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and GE Capital, as Agent thereunder, as an L/C Issuer and as Swingline Lender, amending and restating in its entirety that certain Credit Agreement dated as of September 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 30, 2008, in favor of the Agent (as amended and reaffirmed by the Master Reaffirmation and Amendment to Collateral Documents, of even date herewith, and as further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

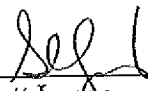
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed and delivered as of the date first set forth above.

PITTSBURGH GLASS WORKS, LLC,
as a Grantor

By: 
Name: Scott Lyons
Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO THE ABL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004523 FRAME: 0152

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>FILE DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Pittsburgh Glass Works, LLC	AQUAPEL (08-505 (IC01 &03))	United States	77/499,426	16-Jun-2008	3,752,923	23-Feb-2010
Pittsburgh Glass Works, LLC	DUPLATE (08-510 CH)	Switzerland	2457		252901	29-Apr-1971
Pittsburgh Glass Works, LLC	SAFE AND SOUND (08-522 WP)	Int'l Registration-Madrid Protocol Only	821 573	8-Mar-2004	821 573	8-Mar-2004
Pittsburgh Glass Works, LLC	SOUNDMASTER (08-524 WP)	Int'l Registration - Madrid Protocol Only	838 859	19-Nov-2004	838 859	19-Nov-2004