

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACI Glass Products, LLC		06/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun ACI Glass Products Finance, LLC		
Street Address:	5200 Town Center Circle, Suite 470		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2103016	ACI DISTRIBUTION	
Registration Number:	1960132	SCARGARD	
Registration Number:	3248268	M-FACTSAFE	
Registration Number:	3604051	ENVISION THE POSSIBILITIES	
Registration Number:	3719517	ENVISION	
Registration Number:	3706471	E-GLAZE	
Registration Number:	3706473	ENERGYGLAZE	
Registration Number:	3709900	HEATPRO	
Serial Number:	85181241	STRUCTURAL INTEGRITY ENTRANCES	
Serial Number:	85120954	SOUND SAFE	
Serial Number:	85181228	CLASSIC LINE	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		

CH \$290.00 2103016

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**TRADEMARK
 REEL: 004566 FRAME: 0354**

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11180-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/21/2011

Total Attachments: 7

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This Trademark Security Agreement is subject to the terms and provisions of the Security Agreement (as defined below) and the subordination provisions set forth in Section 7.8 thereof, and each holder of this Trademark Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Intercreditor and Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 17, 2011, by the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), in favor of SUN ACI GLASS PRODUCTS FINANCE, LLC, a Delaware limited liability company (together with its successors and assigns in such capacity, collectively referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Second Lien Secured Promissory Note, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by Aci Glass Products, LLC, a Delaware limited liability company ("ACI"), the Bank made a loan to ACI pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, pursuant to the Security Agreement dated as of June 17, 2011 by and among ACI and the Bank (the "Security Agreement"), the Grantors are required to execute and deliver to the Bank, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows.

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan or Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Bank a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by any Grantor to the Bank whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Bank within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered U.S. trademarks (to the extent provided in the Security Agreement), U.S. trademark applications and Licenses for registered Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set

forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. SUBORDINATION. Notwithstanding anything herein to the contrary, the priority of the security interest granted to the Bank in the Trademark Collateral pursuant to this Trademark Security Agreement and the exercise, after a failure to pay when due (whether by demand or otherwise) under the Loan Agreement, of any right or remedy by the Bank with respect to certain of the Trademark Collateral hereunder are subject to the provisions of Section 7.8 of the Security Agreement. In the event of any conflict between the terms of the Security Agreement and this Trademark Security Agreement with respect to (a) the priority of security interests granted to the Bank in the Trademark Collateral pursuant to this Trademark Security Agreement or (b) the rights of the Bank under this Trademark Security Agreement, the terms of the Security Agreement shall govern and control. Any reference in this Trademark Security Agreement to a "lien" or words of similar effect in describing the security interest in the Trademark Collateral created hereunder shall be understood to refer to such priority as set forth in the Security Agreement. All representations, warranties and covenants in this Trademark Security Agreement shall be subject to the provisions and qualifications set forth in this Section 8. Each Grantor, if the Bank shall enforce its rights or remedies in violation of the terms of the Security Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Trademark Security Agreement by the Bank or assert such violation as a counterclaim or basis for set-off or recoupment against the Bank and agrees to abide by the terms of this Trademark Security Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it.

Remainder of page intentionally left blank; signature page follows.

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

GRANTOR:

ACI GLASS PRODUCTS, LLC

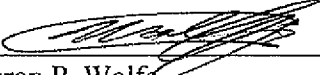
By: _____

Name: Arturo Carrillo

Title: Vice President

ACCEPTED AND
ACKNOWLEDGED BY:

SUN ACI GLASS PRODUCTS FINANCE, LLC,
as Bank

By: 
Name: Aaron P. Wolfe
Title: Vice President & Secretary

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
ACI Glass Products, LLC	USA	ACI Distribution (with design)	2,103,016	10/7/1997
ACI Glass Products, LLC	USA	Scargard	1,960,132	03/05/1996
ACI Glass Products, LLC	USA	M-Pactsafe	3,248,268	05/29/2007
ACI Glass Products, LLC	USA	Envision the Possibilities	3,604,051	04/07/2009
ACI Glass Products, LLC	USA	Envision	3,719,517	12/01/2009
ACI Glass Products, LLC	USA	E-Glaze	3,706,471	11/03/2009
ACI Glass Products, LLC	USA	Energyglaze	3,706,473	11/03/2009
ACI Glass Products, LLC	USA	Heatpro	3,709,900	11/10/2009
ACI Glass Products, LLC	USA	Structural Integrity Entrances	Pending trademark app. 85-181241	11/19/2010
ACI Glass Products, LLC	USA	Sound Safe	Pending trademark app. 85-120954	09/01/2010
ACI Glass Products, LLC	USA	Classic Line	Pending trademark app. 85-181228	11/19/2010

Licenses

None.