

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PGT Industries, Inc.		06/23/2011	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	299 Park Avenue, 5th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2789840	WINGUARD
Registration Number:	2554004	EZE-BREEZE
Registration Number:	2688953	WINGUARD
Registration Number:	2585797	VISIBLY BETTER
Registration Number:	2368213	PGT INDUSTRIES
Registration Number:	2368179	PGT
Registration Number:	3446884	ETERNA
Registration Number:	3193436	EFFORTLESS HURRICANE PROTECTION
Serial Number:	85336341	PREMIERVUE

**CORRESPONDENCE DATA**

Fax Number: (949)475-4754  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-451-3800  
 Email: skann@gibsondunn.com  
 Correspondent Name: Stephanie S. Kann, Senior Paralegal

**900195294**

**TRADEMARK  
 REEL: 004568 FRAME: 0319**

**CH \$240.00 2789840**

Address Line 1: 3161 Michelson Drive  
Address Line 2: Gibson, Dunn & Crutcher LLP  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 32207-00145

NAME OF SUBMITTER: Stephanie S. Kann

Signature: /stephanie s. kann/

Date: 06/23/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, 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, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the 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, each 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. Each Grantor, pledges and grants a continuing security interest in and lien on, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation to those items listed on Schedule 1 hereto), including without limitation, all renewals thereof, and all associated goodwill (all of the foregoing are collectively called the "Trademark

Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

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 each 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 . In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. 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 5. 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.

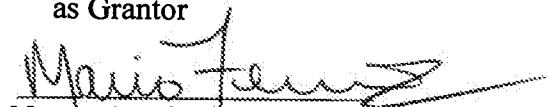
[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

PGT INDUSTRIES, INC.  
as Grantor

By:



Name: Mario Ferrucci III

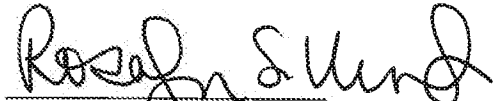
Title: Vice President, General Counsel  
and Secretary

ACKNOWLEDGMENT OF GRANTOR

State of Delaware

County of New Castle

On this 17th day of June, 2011 before me personally appeared Mario Ferrucci III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PGT Industries, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

ROSALYN S. UNRUH  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Oct. 17, 2014  
20103317280

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
PGT Industries, Inc.	WINGUARD	2,789,840
PGT Industries, Inc.	EZE-BREEZE	2,554,004
PGT Industries, Inc.	WINGUARD	2,688,953
PGT Industries, Inc.	VISIBLY BETTER	2,585,797
PGT Industries, Inc.	PGT INDUSTRIES	2,368,213
PGT Industries, Inc.	PGT	2,368,179
PGT Industries, Inc.	ETERNA	3,446,884
PGT Industries, Inc.	EFFORTLESS HURRICANE PROTECTION	3,193,436
PGT Industries, Inc.	PREMIERVUE	85,336,341