

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Second Lien Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UBS AG, Stamford Branch, as Second Lien Collateral Agent		06/29/2011	CONNECTICUT LICENSED BRANCH OF A SWISS BANKING CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PGT Industries, Inc.		
<b>Street Address:</b>	1070 Technology Drive		
<b>City:</b>	North Venice		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34275		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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:	2368299	PROGRESSIVE GLASS TECHNOLOGY	
Registration Number:	2816807	BINNINGS	
Registration Number:	1459239	VINYL-TECH	
Registration Number:	2432221	NATURESCAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		

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NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	07/05/2011

Total Attachments: 4  
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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN  
TRADEMARK RIGHTS ("Agreement") dated as of June 29, 2011, from UBS AG, Stamford  
Branch, as Second Lien Collateral Agent (the "Agent") for the benefit of the Lenders.

WITNESSETH:

WHEREAS, PGT Industries, Inc. (the "Borrower"), JLL Window Holdings, Inc., the Lenders and the Agent entered into a Credit Agreement dated as of January 29, 2004, as amended and restated as of February 9, 2004, as amended by Amendment No. 1 dated May 25, 2005, and Amendment No. 2 dated September 19, 2005, and a Second Lien Credit Agreement dated as of February 14, 2006 (the "Credit Agreements");

WHEREAS, pursuant to the Credit Agreements, the Borrower, certain Subsidiaries of the Borrower and the Agent entered into that certain Trademark Security Agreement, dated as of January 29, 2004 and that certain Second Lien Trademark Security Agreement dated February 14, 2006 (the "Trademark Security Agreements"), pursuant to which the Borrower and its Subsidiaries granted a security interest in all of the Borrower's and its Subsidiaries' Trademarks (as defined in the Amended and Restated Pledge and Security Agreement by and among the Borrower, the guarantors party thereto and the Agent, dated as of January 29, 2004 and the Second Lien Pledge and Security Agreement by and among the Borrower, the guarantors party thereto and the Agent, dated as of February 14, 2006, respectively) (including, without limitation, those items listed on Schedule A hereto), to the Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, the Trademark Security Agreements were recorded in the Trademark Division of the United States Patent and Trademark Office on February 18, 2004, at Reel 2929 and Frame 0844, and partially released on February 23, 2006, at Reel 3252 and Frame 0507. The Trademark Security Agreements were further recorded in the Trademark Division of the United States Patent and Trademark Office on February 27, 2006, at Reel 3254 and Frame 0668;

WHEREAS, Borrower has paid all of the outstanding indebtedness to the Agent and the Lenders pursuant to which the Credit Agreements relate; and

WHEREAS, Borrower has requested that Agent release its security interest in the Trademarks and reassign the same to Borrower and its Subsidiaries.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreements.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in all of Borrower's and its Subsidiaries' right, title and interest in, to and under the Trademarks, and any right, title or interest of the Agent in the Trademarks shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

UBS AG, Stamford Branch,  
as Second Lien Collateral Agent

By: Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

By: Eric R. Otsa  
Name: Eric R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

[PGT - Trademark Release]

Schedule A

U.S. Trademark Registrations and Applications

<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.	PROGRESSIVE GLASS TECHNOLOGY; cancelled February 25, 2011	2,368,299
PGT Industries, Inc.	BINNINGS; cancelled October 1, 2010	2,816,807
PGT Industries, Inc.	VINYL-TECH; cancelled July 4, 2008	1,459,239
PGT Industries, Inc.	NATURESCAPE; cancelled December 1, 2007	2,432,221

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