

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as First Lien Collateral Agent		06/29/2011	CONNECTICUT LICENSED BRANCH OF A SWISS BANKING CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	PGT Industries, Inc.
Street Address:	1070 Technology Drive
City:	North Venice
State/Country:	FLORIDA
Postal Code:	34275
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 10

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:	2368299	PROGRESSIVE GLASS TECHNOLOGY
Registration Number:	2816807	BINNINGS
Registration Number:	1459239	VINYL-TECH
Registration Number:	2432221	NATURESCAPE

CORRESPONDENCE DATA

Fax Number: (212)455-2502

900196135

**TRADEMARK
 REEL: 004575 FRAME: 0167**

CH \$265.00 2789840

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

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ATTORNEY DOCKET NUMBER:	075030/0002
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	07/05/2011

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

TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN
TRADEMARK RIGHTS ("Agreement") dated as of June 29, 2011, from UBS AG, Stamford
Branch, as First 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 as further amended by the Second Amended and Restated Credit Agreement dated February 14, 2006 (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Borrower, certain Subsidiaries of the Borrower and the Agent are parties to certain Trademark Security Agreements, dated as of January 29, 2004 and 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 amended and restated as of February 14, 2006) (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 further recorded on February 24, 2006, at Reel 3253 and Frame 0415;

WHEREAS, Borrower has paid all of the outstanding indebtedness to the Agent and the Lenders pursuant to which the Credit Agreement relates; 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 Agreement.
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 First Lien Collateral Agent

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

By: J. E. Otsa
Name: J. E. 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