

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/16/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sun Arch Aluminum & Glass Finance Holding Corp.		
Street Address:	5200 Town Center Circle, Suite 470		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3267127	WEST PALM SERIES	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	11180-2 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$40.00 3267127

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**TRADEMARK
 REEL: 004582 FRAME: 0770**

Date:

07/14/2011

Total Attachments: 5

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AGREEMENT REGARDING TRADEMARK SECURITY AGREEMENT
(Arch Windows, LLC)

THIS AGREEMENT REGARDING TRADEMARK SECURITY AGREEMENT ("Agreement") effective as of June 16, 2011 (the "Effective Date"), is executed by and between BANK OF AMERICA, N.A., a national banking association (the "Resigning Agent") and SUN ARCH ALUMINUM & GLASS FINANCE HOLDING CORP., in its capacities as administrative agent for the Lenders (as defined in the Loan Agreement) and as collateral agent for the Secured Parties (as defined in the Loan Agreement) under the Loan Agreement (as defined below) and the other Loan Documents (as defined in the Loan Agreement) (the "Successor Agent"). As used in this Agreement, unless otherwise defined or provided herein, all capitalized terms shall have the meanings therefor specified in the Loan Agreement (as defined below).

RECITALS:

A Arch Windows, LLC (the "Pledgor") and certain of its Subsidiaries and/or Affiliates as Borrowers and/or Guarantors, the financial institutions party thereto from time to time as Lenders and Bank of America, N.A., in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties, are parties to that certain Loan and Security Agreement dated as of October 5, 2010 (as amended, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, the Pledgor and Resigning Agent entered into a Trademark Security Agreement (the "Trademark Security Agreement") dated October 5, 2010.

C. Pursuant to the Trademark Security Agreement, the Pledgor granted to the Resigning Agent a Lien (as defined in the Trademark Security Agreement) upon and security interest in all of the Pledgor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications for trademark registration set forth on Schedule 1.

D. Immediately prior to the Agreement Regarding (1) Assignments Between Lenders, (2) Resignation of Agent and Appointment of Successor Agent, and (3) Related Matters (the "Assignment and Assumption Agreement"), effective as of the Effective Date, by and among the Resigning Agent, the Successor Agent and certain other parties but substantially concurrently therewith, each of Bank of America, N.A., Bank of America N.A. (acting through its Canada branch) and Burdale Capital Finance, Inc., which entities were previously the only U.S. Lenders and Canadian Lenders under the Loan Agreement, assigned its Revolver Loans, Revolver Commitments and Term Loans to the Assignee (collectively, the "Assignments"). As of the Effective Date and after giving effect to such assignments, Sun Arch Aluminum & Glass Finance Holding Corp. (the "Assignee") is the only Lender under the Loan Agreement.

E. In connection with the Assignments, and pursuant to the Assignment and Assumption Agreement, the Resigning Agent resigned as administrative agent for the Lenders and as collateral agent for the Secured Parties under the Loan Agreement and other Loan Documents and the Successor Agent was appointed as successor administrative agent for the Lenders and as successor collateral agent for the Secured Parties under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in connection with the resignation of the Resigning Agent and the appointment and acceptance of the Successor Agent pursuant to the Assignment and Assumption Agreement, and subject to the terms and conditions of the Assignment and Assumption Agreement, (i) the Resigning


Agent hereby (but subject to the proviso below) assigns to the Successor Agent any and all of the Resigning Agent's rights, powers, privileges, duties and obligations as administrative agent and/or as collateral agent under the Trademark Security Agreement and (ii) the Successor Agent hereby (A) assumes and is vested with all of the rights, powers, privileges, duties and obligations of the Resigning Agent in its capacities as administrative agent and/or collateral agent under the Trademark Security Agreement and (B) agrees (for the benefit of the Lenders only) to perform, in accordance with the terms thereof, all of such duties and obligations assumed; provided, however, that such assignment by the Resigning Agent is made without recourse and without representation or warranty of any nature whatsoever (other than as provided in Paragraph 6(b) of the Assignment and Assumption Agreement).

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

Resigning Agent:

BANK OF AMERICA, N.A.

By: 
Name: Robert B. H. Moore
Title: Senior Vice President

Successor Agent:

SUN ARCH ALUMINUM & GLASS FINANCE
HOLDING CORP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.


Resigning Agent:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Successor Agent:

SUN ARCH ALUMINUM & GLASS FINANCE
HOLDING CORP

By:  _____
Name: Aaron P. Wolfe
Title: Vice President

Schedule 1

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Windows, LLC	WEST PALM SERIES	U.S.	76/668207 10/27/2006	3267127 7/24/2007