

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Second Lien Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sun Arch Aluminum & Glass Finance, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun United Glass Finance, LLC		
<b>Street Address:</b>	5200 Town Center Circle, Suite 470		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3267127	WEST PALM SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	11180-2 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		

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**TRADEMARK**  
 REEL: 004585 FRAME: 0378

Date:

07/18/2011

**Total Attachments: 3**

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ASSIGNMENT REGARDING SECOND LIEN TRADEMARK SECURITY AGREEMENT  
(Arch Windows, LLC)

THIS ASSIGNMENT REGARDING SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Agreement") effective as of June 24, 2011 (the "Effective Date"), by and between SUN ARCH ALUMINUM & GLASS FINANCE, LLC (the "Assignor") and SUN UNITED GLASS FINANCE LLC (the "Assignee"). 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. Reference is made to the Subordinated Second Lien Loan and Security Agreement, dated as of October 5, 2010, as such agreement may be amended, modified, supplemented, renewed or extended from time to time (the "Loan Agreement"), among Arch Aluminum & Glass, LLC, Arch Extrusion, LLC and Arch Windows, LLC (the "Borrowers"), certain Affiliates of the Borrowers and Assignor, as Lender (the "Lender").

B. Pursuant to the terms of the Loan Agreement, Arch Windows, LLC (the "Pledgor") and Assignor 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 Assignor 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. Pursuant to the Assignment and Acceptance Agreement (the "Assignment and Acceptance Agreement"), effective as of the Effective Date, by and between the Assignor and the Assignee, the Assignor has assigned to the Assignee any and all of the Assignor's rights, powers, privileges, duties and obligations (including, without limitation as a holder of a security interest and/or lien) 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, from and after the Effective Date, (i) the Assignor hereby assigns, without recourse or representation or warranty of any nature whatsoever and subject to the terms and conditions of the Assignment and Acceptance Agreement, to the Assignee any and all of the Assignor's rights, powers, privileges, duties and obligations (including, without limitation as a holder of a security interest and/or lien) under the Trademark Security Agreement and (ii) the Assignee hereby assumes and is vested with all of the rights, powers, privileges, duties and obligations of the Assignor in its capacities as Lender under the Trademark Security Agreement (including, without limitation as a holder of a security interest and/or lien).

*\*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.


Assignor:

SUN ARCH ALUMINUM & GLASS FINANCE, LLC

By:   
Name: Michael J. McConvery  
Title: Vice President and Assistant Secretary

Assignee:

SUN UNITED GLASS FINANCE LLC

By:   
Name: Michael J. McConvery  
Title: Vice President and Assistant Secretary

Signature Page

Assignment Regarding Second Lien Trademark Security Agreement  
(Arch Windows, LLC)

**TRADEMARK**  
**REEL: 004585 FRAME: 0381**

**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