

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sun Arch Aluminum & Glass Finance, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	0543004	AMARLITE
Serial Number:	85079461	ARCH ARMOR BACK MIRROR
Registration Number:	2845631	ARCH ARMOR BACK MIRROR
Registration Number:	3036306	ARCH DECO GLASS
Registration Number:	3175880	ARCH DECO GLASS
Registration Number:	3006213	ARCH RESISTOR IMPACT SERIES
Registration Number:	3218388	ARCH RESISTOR IMPACT SERIES
Registration Number:	2807183	ARMOR BACK
Registration Number:	3142594	CRYSTAL FROST
Registration Number:	3154522	CUBE
Registration Number:	3006212	FORMED IN THE EYE OF THE STORM
Registration Number:	3018333	IFG 5000
Registration Number:	3383748	IMPACT VIEW
Registration Number:	3383749	IMPACT VIEW

**TRADEMARK**

**900197320**

**REEL: 004585 FRAME: 0388**

**CH \$540.00 0543004**

Registration Number:	3142595	MIST
Registration Number:	3142592	MIST STRIPES
Registration Number:	2833978	RC ARCH ALUMINUM & GLASS CO. INC.
Registration Number:	3142593	STORM
Registration Number:	1722970	SUMIGLASS
Registration Number:	3602922	VISUAL BY ARCH DECO GLASS
Registration Number:	2908067	YOUR TRUE SINGLE SOURCE

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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/
Date:	07/18/2011

**Total Attachments: 4**

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ASSIGNMENT REGARDING SECOND LIEN TRADEMARK SECURITY AGREEMENT  
(Arch Aluminum & Glass, 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 Aluminum & Glass, 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: Michael McConvery  
Name: Michael J. McConvery  
Title: Vice President and Assistant Secretary

Assignee:

SUN UNITED GLASS FINANCE LLC

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


Signature Page

Assignment Regarding Second Lien Copyright Security Agreement  
(Arch Aluminum & Glass, LLC)

**TRADEMARK**  
**REEL: 004585 FRAME: 0391**

**Schedule 1**

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	AMARLITE	U.S.	71/583461 8/15/1949	0543004 5/29/1951
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	85/079461 7/7/2010	
Arch Aluminum & Glass, LLC	ARCH ARMOR BACK MIRROR and Design 	U.S.	76/368002 2/7/2002	2845631 5/25/2004
Arch Aluminum & Glass, LLC	ARCH DECO GLASS	U.S.	76/564148 12/9/2003	3036306 12/27/2005
Arch Aluminum & Glass, LLC	ARCH DECO GLASS and Design 	U.S.	76/647701 9/30/2005	3175880 11/28/2006
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES	U.S.	76/491113 2/19/2003	3006213 10/11/2005
Arch Aluminum & Glass, LLC	ARCH RESISTOR IMPACT SERIES and Design 	U.S.	76/504369 4/8/2003	3218388 3/13/2007
Arch Aluminum & Glass, LLC	ARMOR BACK	U.S.	76/366885 2/5/2002	2807183 1/20/2004
Arch Aluminum & Glass, LLC	CRYSTAL FROST	U.S.	76/577484 2/25/2004	3142594 9/12/2006
Arch Aluminum & Glass, LLC	CUBE	U.S.	76/577482 2/25/2004	3154522 10/10/2006
Arch Aluminum & Glass, LLC	FORMED IN THE EYE OF THE STORM	U.S.	76/491111 2/19/2003	3006212 10/11/2005
Arch Aluminum & Glass, LLC	IFG 5000	U.S.	76/573107 1/30/2004	3018333 11/22/2005

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Arch Aluminum & Glass, LLC	IMPACT VIEW	U.S.	76/670456 12/18/2006	3383748 2/19/2008
Arch Aluminum & Glass, LLC	IMPACTVIEW and Design <i>ImpactVIEW</i>	U.S.	76/670457 12/18/2006	3383749 2/19/2008
Arch Aluminum & Glass, LLC	MIST	U.S.	76/577485 2/25/2004	3142595 9/12/2006
Arch Aluminum & Glass, LLC	MIST STRIPES	U.S.	76/577481 2/25/2004	3142592 9/12/2006
Arch Aluminum & Glass, LLC	RC ARCH ALUMINUM & GLASS CO. INC. and Design 	U.S.	76/499778 3/24/2003	2833978 4/20/2004
Arch Aluminum & Glass, LLC	STORM	U.S.	76/577483 2/25/2004	3142593 9/12/2006
Arch Aluminum & Glass, LLC	SUMIGLASS	U.S.	74/169516 5/23/1991	1722970 10/6/1992
Arch Aluminum & Glass, LLC	VISUAL BY ARCH DECO GLASS	U.S.	76/668916 11/13/2006	3602922 4/7/2009
Arch Aluminum & Glass, LLC	YOUR TRUE SINGLE SOURCE	U.S.	76/564149 12/9/2003	2908067 12/7/2004