

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrium Companies, Inc.		11/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4023583	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		
Address Line 2:	(029217-0200)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(029217-0200)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

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Date:

11/23/2011

Total Attachments: 5  
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**Trademark Security Agreement  
(Second Supplemental Filing)**

**Trademark Security Agreement (Second Supplemental Filing)** (“Trademark Security Agreement”), dated as of November 23, 2011, by Atrium Companies, Inc. (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated April 30, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2.1 Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

all trademarks, trade names, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names and corporate names, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including the applications and registrations required to be listed on Schedule I hereto, together with (i) all rights and privileges arising under applicable law with respect to the Pledgor’s use of any of the foregoing, (ii) all extensions and renewals thereof and amendments thereto, (iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation thereof, (iv) all Goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) all Proceeds of the foregoing, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringement, dilution or other violation thereof, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge and grant of a lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 10.09 and 10.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATRIUM COMPANIES, INC.


By: 

Name: Cary Baetz


Title: Senior Vice President and Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name:  
Title:

Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By:   
Name:  
Title:

Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Registrations:**

MARK	COUNTRY	STATUS	FILING DATE	REG. DATE	REG. NUMBER
CORNERSTONE	U.S.	REGISTERED	05/03/2010	09/06/2011	4023583