

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
Trulite Glass & Aluminum Solutions, LLC		05/18/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Crystal Financial LLC
Street Address:	Two International Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Serial Number:	85535099	VV
Serial Number:	85079461	ARCH ARMOR BACK MIRROR
Serial Number:	77526858	E-GLAZE
Serial Number:	77526866	ENERGYGLAZE
Serial Number:	77526875	HEATPRO
Serial Number:	77525994	ENVISION
Serial Number:	77445049	ENVISION THE POSSIBILITIES
Serial Number:	77402550	TUF-FLEX
Serial Number:	76670456	IMPACT VIEW
Serial Number:	76670457	IMPACT VIEW
Serial Number:	76668916	VISUAL BY ARCH DECO GLASS
Serial Number:	76647701	ARCH DECO GLASS
Serial Number:	78535292	M-PACTSAFE
Serial Number:	76577481	MIST STRIPES

CH \$765.00 85535099

**TRADEMARK**

Serial Number:	76577482	CUBE
Serial Number:	76577483	STORM
Serial Number:	76577484	CRYSTAL FROST
Serial Number:	76577485	MIST
Serial Number:	76573107	IFG 5000
Serial Number:	76564148	ARCH DECO GLASS
Serial Number:	76564149	YOUR TRUE SINGLE SOURCE
Serial Number:	76504369	ARCH RESISTOR IMPACT SERIES
Serial Number:	76499778	RC ARCH ALUMINUM & GLASS CO. INC.
Serial Number:	76491111	FORMED IN THE EYE OF THE STORM
Serial Number:	76491113	ARCH RESISTOR IMPACT SERIES
Serial Number:	76366885	ARMOR BACK
Serial Number:	74644370	SCARGARD
Serial Number:	74169516	SUMIGLASS
Serial Number:	71583461	AMARLITE
Serial Number:	75136814	ACI DISTRIBUTION

**CORRESPONDENCE DATA**

Fax Number: 6175269899  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-526-9600  
Email: dcassinelli@proskauer.com  
Correspondent Name: Diane Cassinelli  
Address Line 1: One International Place  
Address Line 2: c/o Proskauer rose LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	21798/023
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	05/23/2012

**Total Attachments: 9**  
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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of May, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CRYSTAL FINANCIAL LLC**, a Delaware limited liability company ("Crystal"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of May 18, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Agreement") by and among Trulite Intermediate Holding, LLC, a Delaware limited liability company ("Parent"), Trulite Window & Door Solutions, LLC, a Delaware limited liability company ("Trulite Window"), Trulite Glass & Aluminum Solutions, LLC, a Delaware limited liability company ("Trulite Glass"; Trulite Window and Trulite Glass are collectively "US Borrowers" and individually a "US Borrower"), Trulite Glass & Aluminum Solutions Canada, ULC, an Alberta unlimited liability company ("Canadian Borrower"; US Borrowers and Canadian Borrower are collectively "Borrowers" and individually a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make Term Loans to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the Term Loans to Borrowers as provided for in the Term Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of May 18, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except for Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks or application thereof of each Grantor (except for those constituting Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

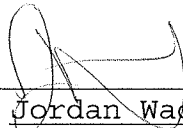
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**TRULITE GLASS & ALUMINUM SOLUTIONS,  
LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Jordan Wadsworth  
Title: Vice President

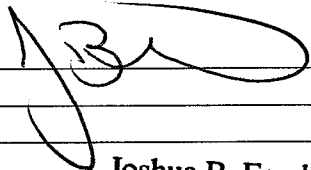
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004786 FRAME: 0095**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**CRYSTAL FINANCIAL LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

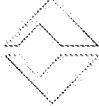


**Joshua B. Franklin**  
Managing Director








SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT




**Trademark Registrations/Applications**

REGISTERED OR APPLIED-FOR TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
V Design 	U.S.	85/535099 2/6/2012	—	Trulite Glass & Aluminum Solutions, LLC
ARCH ARMOR BACK MIRROR and Design 	U.S.	85/079461 7/7/2010	3922909 2/22/2011	Trulite Glass & Aluminum Solutions, LLC
E-GLAZE	U.S.	77/526858 7/21/2008	3706471 11/3/2009	Trulite Glass & Aluminum Solutions, LLC
ENERGYGLAZE	U.S.	77/526866 7/21/2008	3706473 11/3/2009	Trulite Glass & Aluminum Solutions, LLC
HEATPRO	U.S.	77/526875 7/21/2008	3709900 11/10/2009	Trulite Glass & Aluminum Solutions, LLC
ENVISION	U.S.	77/525994 7/18/2008	3719517 12/1/2009	Trulite Glass & Aluminum Solutions, LLC
ENVISION THE POSSIBILITIES	U.S.	77/445049 4/10/2008	3604051 4/10/2008	Trulite Glass & Aluminum Solutions, LLC
TUF-FLEX	U.S.	77/402550 2/21/2008	3551604 12/23/2008	Trulite Glass & Aluminum Solutions, LLC
IMPACT VIEW	U.S.	76/670456 12/18/2006	3383748 2/19/2008	Trulite Glass & Aluminum Solutions, LLC
IMPACT VIEW and Design 	U.S.	76/670457 12/18/2006	3383749 2/19/2008	Trulite Glass & Aluminum Solutions, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
VISUAL BY ARCH DECO GLASS	U.S.	76/668916 11/13/2006	3602922 4/7/2009	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS and Design 	U.S.	76/647701 9/30/2005	3175880 11/28/2006	Trulite Glass & Aluminum Solutions, LLC
M-PACTSAFE	U.S.	78/535292 12/20/2004	3248268 5/29/2007	Trulite Glass & Aluminum Solutions, LLC
MIST STRIPES	U.S.	76/577481 2/25/2004	3142592 9/12/2006	Trulite Glass & Aluminum Solutions, LLC
CUBE	U.S.	76/577482 2/25/2004	3154522 10/10/2006	Trulite Glass & Aluminum Solutions, LLC
STORM	U.S.	76/577483 2/25/2004	3142593 9/12/2006	Trulite Glass & Aluminum Solutions, LLC
CRYSTAL FROST	U.S.	76/577484 2/25/2004	3142594 9/12/2006	Trulite Glass & Aluminum Solutions, LLC
MIST	U.S.	76/577485 2/25/2004	3142595 9/12/2006	Trulite Glass & Aluminum Solutions, LLC
IFG 5000	U.S.	76/573107 1/30/2004	3018333 11/22/2005	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS	U.S.	76/564148 12/9/2003	3036306 12/27/2005	Trulite Glass & Aluminum Solutions, LLC
YOUR TRUE SINGLE SOURCE	U.S.	76/564149 12/9/2003	2908067 12/7/2004	Trulite Glass & Aluminum Solutions, LLC
ARCH RESISTOR IMPACT SERIES and Design 	U.S.	76/504369 4/8/2003	3218388 3/13/2007	Trulite Glass & Aluminum Solutions, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
RC ARCH ALUMINUM & GLASS CO., INC. and Design 	U.S.	76/499778 3/24/2003	2833978 4/20/2004	Trulite Glass & Aluminum Solutions, LLC
FORMED IN THE EYE OF THE STORM	U.S.	76/491111 2/19/2003	3006212 10/11/2005	Trulite Glass & Aluminum Solutions, LLC
ARCH RESISTOR IMPACT SERIES	U.S.	76/491113 2/19/2003	3006213 10/11/2005	Trulite Glass & Aluminum Solutions, LLC
ARMOR BACK	U.S.	76/366885 2/5/2002	2807183 1/20/2004	Trulite Glass & Aluminum Solutions, LLC
SCARGARD	U.S.	74/644370 3/10/1995	1960132 3/5/1996	Trulite Glass & Aluminum Solutions, LLC
SUMIGLASS	U.S.	74/169516 5/23/1991	1722970 10/6/1992	Trulite Glass & Aluminum Solutions, LLC
AMARLITE	U.S.	71/583461 8/15/1949	0543004 5/29/1951	Trulite Glass & Aluminum Solutions, LLC
ACI DISTRIBUTION and Design 	U.S.	75/136814 7/19/1996	2103016 10/7/1997	Trulite Glass & Aluminum Solutions, LLC
ARCH ALUMINUM & GLASS	State of Nebraska	—	10132703	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS and Design 	Canada	1273792 928/2005	TMA67816 5 12/5/2006	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS	Canada	1201262 12/9/2003	TMA67806 0 12/1/2006	Trulite Glass & Aluminum Solutions, LLC
YOUR TRUE SINGLE SOURCE	Canada	1201264 12/9/2003	TMA62553 5 11/16/2004	Trulite Glass & Aluminum Solutions, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
ARCH ALUMINUM & GLASS CO., INC. and Design 	Canada	1171938 3/21/2003	TMA68381 9 3/16/2007	Trulite Glass & Aluminum Solutions, LLC
SUMIGLASS	Canada	0688673 8/30/1991	TMA40913 5 3/5/1993	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS	Mexico	633678 12/10/2003	823871 2/27/2004	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS and Design 	Mexico	742380 9/29/2005	931651 4/27/2006	Trulite Glass & Aluminum Solutions, LLC
ARCH VIEW	Mexico	740865 9/22/2005	978914 3/28/2007	Trulite Glass & Aluminum Solutions, LLC
RC ARCH ALUMINUM & GLASS CO., INC. and Design 	Mexico	596827 4/11/2003	796604 6/25/2003	Trulite Glass & Aluminum Solutions, LLC
VISUAL BY ARCH DECO GLASS	Mexico	833697 1/31/2007	978806 3/27/2007	Trulite Glass & Aluminum Solutions, LLC