

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champion Window Manufacturing and Supply Co., LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1455 Market Street		
Internal Address:	CA5-701-05-19		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4117867	C	
Serial Number:	85518935	COASTAL COMFORT 365	
Serial Number:	85493765	SECURE COMFORT 365	
Serial Number:	85479947	DYNAMIC COMFORT 365	
Serial Number:	85439795	WHEN YOU COMPARE AND CHOOSE CHAMPION, YOU WIN EVERY TIME!	
Serial Number:	85397682	COMFORT CONNECT 365	
Serial Number:	85106087	TIMBERBOND	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		

OP \$190.00 4117867

Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	3237000-11238 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	05/25/2012

Total Attachments: 5  
source=TM Sec Agmt - Champion Window#page1.tif  
source=TM Sec Agmt - Champion Window#page2.tif  
source=TM Sec Agmt - Champion Window#page3.tif  
source=TM Sec Agmt - Champion Window#page4.tif  
source=TM Sec Agmt - Champion Window#page5.tif

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May <sup>24</sup>, 2012, by CHAMPION WINDOW MANUFACTURING AND SUPPLY CO., LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of January 27, 2010 (as amended, restated, 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 7. 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 8. 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 and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

**SECTION 9. 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 Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict or be inconsistent with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

**SECTION 10. Termination.** Upon the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable

form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Trademark Security Agreement.

**SECTION 11.**        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.

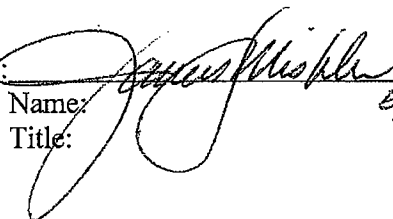
**SECTION 12.**        APPLICABLE LAW.    THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[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,

CHAMPION WINDOW MANUFACTURING  
AND SUPPLY CO., LLC, as Pledgor

By:   
Name: \_\_\_\_\_ 5/24/12  
Title: \_\_\_\_\_

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Christopher D. Bice  
Name: Christopher D. Bice  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Champion Window Manufacturing & Supply Co., LLC**  
**(Delaware LLC)**

**U.S. Trademarks**

**Registered Mark**

Mark	Registration No.	Registration Date
C and Design	4117867	03/27/12

**Pending Applications**

Mark	Application No.	Filing Date
COASTAL COMFORT 365	85518935	01/18/12
SECURE COMFORT 365	85493765	12/13/11
DYNAMIC COMFORT 365	85479947	11/23/11
WHEN YOU COMPARE AND CHOOSE CHAMPION, YOU WIN EVERY TIME!	85439795	10/05/11
COMFORT CONNECT 365	85397682	08/15/11
TIMBERBOND	85106087	08/12/10