

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
SPRINGS WINDOW FASHIONS, LLC		06/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		
Street Address:	201 MERRITT 7		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1374799	BALI	
Registration Number:	3531853	BALI	
Registration Number:	3883285	BALI DIFFUSION	
Registration Number:	3015938	BEST XPERIENCE	
Registration Number:	3471723	BEX	
Registration Number:	0795044	CONTRACK	
Registration Number:	1631633	CRYSTALPLEAT	
Registration Number:	1296354	CUSTOMISER	
Registration Number:	1910103	DAUPHINE	
Registration Number:	2971089	DURA-VUE	
Registration Number:	1961174	EVENPLEAT	
Registration Number:	1363420	FASHION PLEAT	
Registration Number:	2784827	FRAMEWORKS	
Registration Number:	2215187	FRESCO	

TRADEMARK

Registration Number:	1999557	G-71 SUPER-VUE
Registration Number:	0980822	GRABER
Registration Number:	2063143	GRABER
Registration Number:	3616804	GRABER
Registration Number:	3616805	GRABER
Registration Number:	3026077	LAKE FOREST
Registration Number:	2923934	LIGHTWEAVES
Registration Number:	2952670	N
Registration Number:	1135161	NANIK
Registration Number:	2960356	NANIK
Registration Number:	1992453	NANIK NATURALS
Registration Number:	1763697	NEAT PLEAT
Registration Number:	2037732	NEO
Registration Number:	1875960	ONE TOUCH
Registration Number:	3904644	PANEL ACCENTS
Registration Number:	2948991	ROOM SCAPES
Registration Number:	3090630	SHEER ENCHANTMENT
Registration Number:	1994705	SIMPULL
Registration Number:	1945534	TIMBERLINE
Registration Number:	2877890	TRADEWINDS
Registration Number:	3319035	TRADITIONS
Registration Number:	3391713	TRADITIONS
Registration Number:	2859751	WINDOW IMAGES
Registration Number:	3877238	WINDOW IMAGES ESSENTIALS
Registration Number:	3503979	WOOD IMAGES
Registration Number:	4260645	BALI
Registration Number:	4260646	BALI
Registration Number:	1853662	NOVO
Registration Number:	4195937	TRI-SULATION

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

TRADEMARK
REEL: 005040 FRAME: 0690

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025646-0676
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	06/04/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 4, 2013, is made by and among each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 4, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 4, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof, and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to GE Capital, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by GE Capital, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 4, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between GE Capital, as ABL Agent, and U.S. Bank National Association, as Notes Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

SPRINGS WINDOW FASHIONS, LLC,
as Grantor

By: 

Name: Philip A. Garton


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005040 FRAME: 0695

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Allan J. Pappas
Title: Authorized Signatory




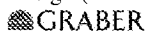

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005040 FRAME: 0696

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Mark</i>	<i>Owner</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
BALI	Springs Window Fashions, LLC	73/487,234	06/27/1984	1,374,799	12/10/1985
BALI & Color Bar Design 	Springs Window Fashions, LLC	77/215,753	06/26/2007	3,531,853	11/11/2008
BALI DIFFUSION	Springs Window Fashions, LLC	77/403,510	02/22/2008	3,883,285	11/30/2010
BEST XPERIENCE	Springs Window Fashions, LLC	76/534,867	08/04/2003	3,015,938	11/15/2005
BEX & Design 	Springs Window Fashions, LLC	77/347,935	12/10/2007	3,471,723	07/22/2008
CONTRACK	Springs Window Fashions, LLC	72/208,567	12/21/1964	0795,044	08/31/1965
CRYSTALPLEAT	Springs Window Fashions, LLC	73/834,026	10/26/1989	1,631,633	01/15/1991
CUSTOMISER	Springs Window Fashions, LLC	73/455,388	12/05/1983	1,296,354	09/18/1984
DAUPHINE	Springs Window Fashions, LLC	74/561,069	08/15/1994	1,910,103	08/08/1995
DURA-VUE	Springs Window Fashions, LLC	76/226,689	03/19/2001	2,971,089	07/19/2005
EVENPLEAT	Springs Window Fashions, LLC	74/542,269	06/24/1994	1,961,174	03/05/1996
FASHION PLEAT	Springs Window Fashions, LLC	73/528,391	03/25/1985	1,363,420	10/01/1985
FRAMEWORKS	Springs Window Fashions, LLC	76/379,591	03/06/2002	2,784,827	11/18/2003
FRESCO	Springs Window Fashions, LLC	75/223,456	01/02/1996	2,215,187	12/29/1998
G-71 SUPER-VUE	Springs Window Fashions, LLC	74/715,570	08/14/1995	1,999,557	09/10/1996
GRABER	Springs Window Fashions, LLC	72/429,984	07/17/1972	0980,822	03/26/1974
GRABER & New Design 	Springs Window Fashions, LLC	75/109,000	05/23/1996	2,063,143	05/20/1997
GRABER & New Window Design (horizontal) 	Springs Window Fashions, LLC	77/268,280	08/30/2007	3,616,804	05/05/2009
GRABER & New Window Design (vertical) 	Springs Window Fashions, LLC	77/268,295	08/30/2007	3,616,805	05/05/2009

<i>Mark</i>	<i>Owner</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
LAKE FOREST	Springs Window Fashions, LLC	76/617,105	10/20/2004	3,026,077	12/13/2005
LIGHTWEAVES	Springs Window Fashions, LLC	76/519,790	06/05/2003	2,923,934	02/01/2005
N & Design 	Springs Window Fashions, LLC	76/518,859	05/12/2003	2,952,670	05/17/2005
NANIK	Springs Window Fashions, LLC	73/181,000	08/04/1978	1,135,161	05/13/1980
NANIK (Stylized) 	Springs Window Fashions, LLC	76/518,858	05/12/2003	2,960,356	06/07/2005
NANIK NATURALS	Springs Window Fashions, LLC	74/582,275	09/26/1994	1,992,453	08/13/1996
NEAT PLEAT	Springs Window Fashions, LLC	74/154,960	04/08/1991	1,763,697	04/06/1993
NEO	Springs Window Fashions, LLC	74/660,988	04/12/1995	2,037,732	02/11/1997
ONE TOUCH	Springs Window Fashions, LLC	74/331,611	11/10/1992	1,875,960	01/24/1995
PANEL ACCENTS	Springs Window Fashions, LLC	77/315,501	10/29/2007	3,904,644	01/11/2011
ROOMSCAPES	Springs Window Fashions, LLC	76/463,896	10/28/2002	2,948,991	05/10/2005
SHEER ENCHANTMENT	Springs Window Fashions, LLC	76/498,419	03/10/2003	3,090,630	05/09/2006
SIMPULL	Springs Window Fashions, LLC	74/634,343	02/15/1995	1,994,705	08/20/1996
TIMBERLINE	Springs Window Fashions, LLC	74/616,495	12/29/1994	1,945,534	01/02/1996
TRADEWINDS	Springs Window Fashions, LLC	76/436,086	07/29/2002	2,877,890	08/24/2004
TRADITIONS	Springs Window Fashions, LLC	76/624,096	12/13/2004	3,319,035	10/23/2007
TRADITIONS	Springs Window Fashions, LLC	77/258,971	08/20/2007	3,391,713	03/04/2008
WINDOW IMAGES	Springs Window Fashions, LLC	76/531,890	07/24/2003	2,859,751	07/06/2004
WINDOW IMAGES ESSENTIALS	Springs Window Fashions, LLC	77/228,255	07/12/2007	3,877,238	11/16/2010
WOOD IMAGES	Springs Window Fashions, LLC	77/275,788	09/10/2007	3,503,979	09/23/2008
BALI	Springs Window Fashions, LLC	85584700	3/30/2012	4260645	12/18/2012
BALI	Springs Window Fashions, LLC	85584711	3/30/2012	4260646	12/18/2012
NOVO	Springs Window Fashions, LLC	74444391	10/6/1993	1853662	9/13/1994
TRI-SULATION	Springs Window Fashions, LLC	85434963	9/29/2011	4195937	8/21/2012

2. TRADEMARK APPLICATIONS

None.