

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PGT Industries, Inc.		05/28/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Collateral Agent
Street Address:	211 Perimeter Center Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2789840	WINGUARD
Registration Number:	2554004	EZE-BREEZE
Registration Number:	2688953	WINGUARD
Registration Number:	2585797	VISIBLY BETTER
Registration Number:	2368213	PGT INDUSTRIES
Registration Number:	2368179	PGT
Registration Number:	3446884	ETERNA
Registration Number:	3193436	EFFORTLESS HURRICANE PROTECTION
Registration Number:	4166747	PREMIERVUE
Registration Number:	3195586	WEB WEAVER

CORRESPONDENCE DATA

Fax Number:

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

OP \$265.00 2789840

Phone: 212-318-6493  
Email: david.adams@thomsonreuters.com  
Correspondent Name: Robin Riley  
Address Line 1: 75 East 55th Street  
Address Line 2: Paul Hastings LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38540079
NAME OF SUBMITTER:	Robin Riley
Signature:	/David Adams TR/
Date:	06/13/2013

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT dated as of May 28, 2013 (“Agreement”), between PGT INDUSTRIES, INC. (together with its successors and assigns, the “Grantor”), and SUNTRUST BANK, as administrative agent and collateral agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of May 28, 2013 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the “Credit Agreement”), among PGT, INC., a Delaware corporation (together with its successors and assigns, the “Borrower”), the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Security Agreement, dated as of May 28, 2013 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

(a) As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the “Specified Collateral”):

(1) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(3) all registrations and recordings with respect to any of the foregoing; and

(4) all reissues, extensions and renewals of any of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

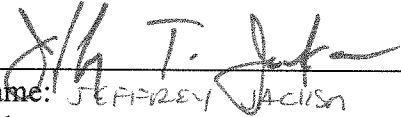
Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6. Jury Trial Waiver. **THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PGT INDUSTRIES, INC.,  
as the Grantor

By:   
Name: JEFFREY JACKSON  
Title: EXECUTIVE VICE PRESIDENT  
CHIEF FINANCIAL OFFICER

**SUNTRUST BANK, as Collateral Agent**

By:



Name: J. Haynes Gentry III

Title: Director

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
WINGUARD	USA	PGT Industries, Inc.	2,789,840 (78-139,565)
EZE-BREEZE	USA	PGT Industries, Inc.	2,554,004 (76-078,205)
WINGUARD	USA	PGT Industries, Inc.	2,688,953 (75-834,045)
VISIBLY BETTER	USA	PGT Industries, Inc.	2,585,797 (75-692,147)
PGT INDUSTRIES	USA	PGT Industries, Inc.	2,368,213 (75-687,590)
PGT	USA	PGT Industries, Inc.	2,368,179 (75-677,373)
ETERNA	USA	PGT Industries, Inc.	3,446,884 (78-897,800)
EFFORTLESS HURRICANE PROTECTION	USA	PGT Industries, Inc.	3,193,436 (78-821,703)
PREMIERVUE	USA	PGT Industries, Inc.	4,166,747 (85-336,341)
WEB WEAVER	USA	PGT Industries, Inc.	3,195,586 (76-659,518)