

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM297890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mastic Home Exteriors, Inc.		01/30/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 66</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1761320	A+	
<b>Registration Number:</b>	2044874	ALCOA MASTER CONTRACTOR	
<b>Registration Number:</b>	684633	ALUMALURE	
<b>Registration Number:</b>	3090919	ALUMA-PERF	
<b>Registration Number:</b>	1743155	BARKWOOD	
<b>Registration Number:</b>	1685342	BRENTWOOD	
<b>Registration Number:</b>	2093897	CARVEDWOOD	
<b>Registration Number:</b>	3710000	CARVEDWOOD44	
<b>Registration Number:</b>	4413155	CEDAR DIMENSIONS	
<b>Registration Number:</b>	2644492	CEDAR DISCOVERY	
<b>Serial Number:</b>	86060104	CEDAR EVOLUTIONS	
<b>Registration Number:</b>	973219	CELLWOOD	
<b>Registration Number:</b>	2647276	CELLWOOD	
<b>Registration Number:</b>	3928637	CHARLESTON BEADED	
<b>Registration Number:</b>	2814252	CHARLESTON BEADED COLLECTION	
<b>Registration Number:</b>	2789875	DIMENSIONS	
<b>Registration Number:</b>	854477	DURANYL	
<b>Registration Number:</b>	2323674	DUTCH OAK	
<b>Registration Number:</b>	4365328	ECLIPSE	
<b>Registration Number:</b>	3239710	ENDURANCE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3239708	ENVOY
Registration Number:	2622327	EVOLUTIONS
Registration Number:	3230376	EVOLUTIONS
Registration Number:	1534322	E-Z BLOCK
Registration Number:	2339218	GRAND SIERRA
Registration Number:	2957871	HOUSEWORKX
Registration Number:	1535320	J-BLOCK
Registration Number:	2694163	KNOWLEDGE WORKX
Registration Number:	2911772	LEAF RELIEF
Registration Number:	4039439	LEAF RELIEF SNAP TIGHT
Registration Number:	1956838	LIBERTY ELITE
Registration Number:	3409224	MASTIC
Registration Number:	3726303	MASTIC HOME EXTERIORS
Registration Number:	3845751	MASTIC HOME EXTERIORS. THIS IS THE EXTER
Registration Number:	2044947	MASTIC QUALITY CONTRACTOR
Registration Number:	1912542	MEADOWBROOK
Registration Number:	2078125	MILL CREEK
Serial Number:	85396696	EOVATIONS
Serial Number:	86060224	PASSAGE
Registration Number:	2239926	PERFORMANCE METALS
Serial Number:	86032232	PREVIEW
Registration Number:	1863730	PRO-BEAD
Registration Number:	2626666	PROGRESSIONS
Registration Number:	1889291	PRO-SELECT
Registration Number:	1744553	PRO-TECH
Registration Number:	2293582	QUEST
Registration Number:	1869612	RICHWOOD
Registration Number:	1908481	RICHWOOD
Registration Number:	2802570	SILHOUETTE CLASSIC
Registration Number:	3065054	STRUCTURE
Registration Number:	4238818	STRUCTURE HOME INSULATION SYSTEM
Registration Number:	2638643	T2 LOK
Registration Number:	2316344	T3 LOK
Registration Number:	809118	T-LOK
Registration Number:	4055116	TORNADO-TOUGH, DOUBLE-THICK NAIL HEM
Registration Number:	1966088	TRADE MARK CG
Registration Number:	2346212	TRI-LINEAR RIGIDITY
Registration Number:	3932094	TRIM SHEET
Registration Number:	2846571	ULTRA TS

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	691682	VENT-A-RIDGE
Registration Number:	2979287	VENTURA
Registration Number:	1269215	VINTAGE
Registration Number:	1654910	AMERICAN PRIDE
Registration Number:	2783585	E-MAGINE
Registration Number:	2768457	LIBRARY OF LEARNING
Registration Number:	1663443	MANOR OAK

#### CORRESPONDENCE DATA

**Fax Number:** 8668265420

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

**Phone:** 301-638-0511

**Email:** ipresearchplus@comcast.net

**Correspondent Name:** IP Research Plus, Inc.

**Address Line 1:** 21 Tadcaster Circle

**Address Line 2:** attn: Penelope J.A. Agodoa

**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39311
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	03/11/2014

#### Total Attachments: 7

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INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Collateral Agreement**”) dated as of January 30, 2014, is made by Mastic Home Exteriors, Inc. (formerly known as Alcoa Home Exteriors, Inc.) (the “**Grantor**”) in favor of Credit Suisse AG, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Ply Gem Industries, Inc., a Delaware corporation (the “**Borrower**”) and Ply Gem Holdings, Inc., Delaware corporation (the “**Parent**”) have entered into a Credit Agreement dated as of January 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Credit Suisse AG, as Administrative Agent and Collateral Agent. Terms defined in the Guarantee and Collateral Agreement (as defined below) and Credit Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement and Credit Agreement, as applicable.

WHEREAS, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2014, among the Grantor, the Parent, Subsidiaries of the Parent party thereto, and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto as set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, set forth in

Schedule B hereto (the “*Trademarks*”); and

- (c) the copyrights, including, without limitation, copyrights in computer software, internet web sites and the content thereof, whether registered or unregistered as set forth in Schedule C hereto (the “*Copyrights*”).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Collateral Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents. Without limiting the generality of the foregoing, this IP Collateral Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in any number of 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.


SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement dated as of January 30, 2014, among UBS AG, Stamford Branch, as Revolving Facility Collateral Agent referred to therein; Credit Suisse AG, as Term Facility Collateral Agent referred to therein; Ply Gem Industries, Inc.; Ply Gem Holdings, Inc.; and the other subsidiaries of Ply Gem Industries, Inc. named therein (the “*Intercreditor Agreement*”). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the Grantor has caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASTIC HOME EXTERIORS, INC.  
(f/k/a ALCOA HOME EXTERIORS,  
INC.)

By:   
Name: Shawn K. Poe  
Title: Vice President and Secretary

*[Signature Page - Intellectual Property Collateral Agreement]*

**SCHEDULE B****TRADEMARKS**

<b>GRANTOR</b>	<b>MARK NAME</b>	<b>CTRY</b>	<b>APPL NO</b>	<b>APPL DATE</b>	<b>REG NO</b>	<b>REG DATE</b>
Mastic Home Exteriors, Inc.	A+	US	74/290,742	07/02/1992	1,761,320	03/30/1993
Mastic Home Exteriors, Inc.	ALCOA MASTER CONTRACTOR	US	74/691,100	06/19/1995	2,044,874	03/11/1997
Mastic Home Exteriors, Inc.	ALUMALURE	US	72/065,209	01/02/1959	684,633	09/08/1959
Mastic Home Exteriors, Inc.	ALUMA-PERF	US	78/243,325	04/29/2003	3,090,919	05/09/2006
Mastic Home Exteriors, Inc.	BARKWOOD	US	74/137,543	02/08/1991	1,743,155	12/29/1992
Mastic Home Exteriors, Inc.	BRENTWOOD	US	74/169,895	05/24/1991	1,685,342	05/05/1992
Mastic Home Exteriors, Inc.	CARVEDWOOD	US	75/180,456	10/11/1996	2,093,897	09/02/1997
Mastic Home Exteriors, Inc.	CARVEDWOOD44	US	77/544,050	08/11/2008	3,710,000	11/10/2009
Mastic Home Exteriors, Inc.	CEDAR DIMENSIONS	US	85/685,422	07/24/2012	4,413,155	10/08/2013
Mastic Home Exteriors, Inc.	CEDAR DISCOVERY	US	78/019,558	08/03/2000	2,644,492	10/29/2002
Mastic Home Exteriors, Inc.	CEDAR EVOLUTIONS	US	86/060,104	09/10/2013		
Mastic Home Exteriors, Inc.	CELLWOOD	US	72/432,118	08/09/1972	973,219	11/20/1973
Mastic Home Exteriors, Inc.	CELLWOOD	US	78/045,077	01/26/2001	2,647,276	11/05/2002
Mastic Home Exteriors, Inc.	CHARLESTON BEADED	US	85/088,427	07/20/2010	3,928,637	03/08/2011
Mastic Home Exteriors, Inc.	CHARLESTON BEADED COLLECTION	US	78/173,925	10/14/2002	2,814,252	02/10/2004
Mastic Home Exteriors, Inc.	DIMENSIONS	US	78/161,325	09/06/2002	2,789,875	12/02/2003
Mastic Home Exteriors, Inc.	DURANYL	US	72/288,221	01/05/1968	854,477	08/13/1968
Mastic Home Exteriors, Inc.	DUTCH OAK	US	75/598,640	12/02/1998	2,323,674	02/29/2000
Mastic Home Exteriors, Inc.	ECLIPSE	US	85/429,236	09/22/2011	4,365,328	07/09/2013
Mastic Home Exteriors, Inc.	ENDURANCE	US	78/926,643	07/11/2006	3,239,710	05/08/2007

Mastic Home Exteriors, Inc.	ENVOY	US	78/926,621	07/11/2006	3,239,708	05/08/2007
Mastic Home Exteriors, Inc.	EVOLUTIONS	US	78/045,140	01/26/2001	2,622,327	09/17/2002
Mastic Home Exteriors, Inc.	EVOLUTIONS	US	78/019,549	08/03/2000	3,230,376	04/17/2007
Mastic Home Exteriors, Inc.	E-Z BLOCK	US	73/723,049	04/18/1988	1,534,322	04/11/1989
Mastic Home Exteriors, Inc.	GRAND SIERRA	US	75/487,164	05/18/1998	2,339,218	04/04/2000
Mastic Home Exteriors, Inc.	HOUSEWORKX	US	78/107,586	02/08/2002	2,957,871	05/31/2005
Mastic Home Exteriors, Inc.	J-BLOCK	US	73/723,132	04/18/1988	1,535,320	04/18/1989
Mastic Home Exteriors, Inc.	KNOWLEDGE WORKX	US	78/095,945	11/30/2001	2,694,163	03/04/2003
Mastic Home Exteriors, Inc.	LEAF RELIEF	US	78/246,093	05/06/2003	2,911,772	12/14/2004
Mastic Home Exteriors, Inc.	LEAF RELIEF SNAP TIGHT	US	85/078,457	07/06/2010	4,039,439	10/11/2011
Mastic Home Exteriors, Inc.	LIBERTY ELITE	US	74/516,506	04/25/1994	1,956,838	02/13/1996
Mastic Home Exteriors, Inc.	MASTIC	US	78/947,544	08/08/2006	3,409,224	04/08/2008
Mastic Home Exteriors, Inc.	MASTIC HOME EXTERIORS	US	77/534,085	07/29/2008	3,726,303	12/15/2009
Mastic Home Exteriors, Inc.	MASTIC HOME EXTERIORS. THIS IS THE EXTERIOR SOLUTION	US	77/533,754	07/29/2008	3,845,751	09/07/2010
Mastic Home Exteriors, Inc.	MASTIC QUALITY CONTRACTOR	US	74/703,365	07/19/1995	2,044,947	03/11/1997
Mastic Home Exteriors, Inc.	MEADOWBROOK	US	74/510,193	04/08/1994	1,912,542	08/15/1995
Mastic Home Exteriors, Inc.	MILL CREEK	US	75/072,056	03/13/1996	2,078,125	07/08/1997
Mastic Home Exteriors, Inc.	Opposition - EOVATIONS	US	85/396,696	08/12/2011		
Mastic Home Exteriors, Inc.	PASSAGE	US	86/060,224	09/10/2013		
Mastic Home Exteriors, Inc.	PERFORMANCE METALS	US	75/345,612	08/22/1997	2,239,926	04/13/1999
Mastic Home Exteriors, Inc.	PreView	US	86/032,232	08/08/2013		
Mastic Home Exteriors, Inc.	PRO-BEAD	US	74/457,300	11/09/1993	1,863,730	11/22/1994



Mastic Home Exteriors, Inc.	PROGRESSIONS	US	78/045,072	01/26/2001	2,626,666	09/24/2002
Mastic Home Exteriors, Inc.	PRO-SELECT	US	74/433,770	09/09/1993	1,889,291	04/11/1995
Mastic Home Exteriors, Inc.	PRO-TECH	US	74/278,132	05/26/1992	1,744,553	01/05/1993
Mastic Home Exteriors, Inc.	QUEST	US	75/453,233	03/19/1998	2,293,582	11/16/1999
Mastic Home Exteriors, Inc.	RICHWOOD	US	74/475,695	01/03/1994	1,869,612	12/27/1994
Mastic Home Exteriors, Inc.	RICHWOOD	US	74/545,472	07/05/1994	1,908,481	08/01/1995
Mastic Home Exteriors, Inc.	SILHOUETTE CLASSIC	US	78/224,730	03/12/2003	2,802,570	01/06/2004
Mastic Home Exteriors, Inc.	STRUCTURE	US	78/364,081	02/06/2004	3,065,054	03/07/2006
Mastic Home Exteriors, Inc.	STRUCTURE HOME INSULATION SYSTEM	US	85/395,322	08/11/2011	4,238,818	11/06/2012
Mastic Home Exteriors, Inc.	T2 LOK	US	76/229,519	03/26/2001	2,638,643	10/22/2002
Mastic Home Exteriors, Inc.	T3 LOK	US	75/608,485	12/21/1998	2,316,344	02/08/2000
Mastic Home Exteriors, Inc.	T-LOK	US	72/224,225	07/26/1965	809,118	05/31/1966
Mastic Home Exteriors, Inc.	TORNADO-TOUGH, DOUBLE-THICK NAIL HEM	US	85/150,671	10/12/2010	4,055,116	11/15/2011
Mastic Home Exteriors, Inc.	TRADE MARK CG	US	74/432,202	09/03/1993	1,966,088	04/09/1996
Mastic Home Exteriors, Inc.	TRI-LINEAR RIGIDITY	US	75/608,483	12/21/1998	2,346,212	04/25/2000
Mastic Home Exteriors, Inc.	TRIM SHEET	US	77/869,073	11/10/2009	3,932,094	03/15/2011
Mastic Home Exteriors, Inc.	ULTRA TS	US	78/157,789	08/26/2002	2,846,571	05/25/2004
Mastic Home Exteriors, Inc.	VENT-A-RIDGE	US	72/076,403	06/24/1959	691,682	01/19/1960
Mastic Home Exteriors, Inc.	VENTURA	US	78/304,328	09/23/2003	2,979,287	07/26/2005
Mastic Home Exteriors, Inc.	VINTAGE (and design)	US	73/406,760	12/20/1982	1,269,215	03/06/1984
Mastic Home Exteriors, Inc.	AMERICAN PRIDE	US	74/076,940	07/09/1990	1,654,910	08/27/1991
Mastic Home Exteriors, Inc.	E-MAGINE	US	76/215,089	02/26/2011	2,783,585	11/18/2003

Mastic Home Exteriors, Inc.	LIBRARY OF LEARNING	US	78/095,947	11/30/2011	2,768,457	09/23/2003
Mastic Home Exteriors, Inc.	MANOR OAK	US	74/147,381	03/13/1991	1,663,443	11/05/1991