

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Third Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrium Windows and Doors, Inc.		04/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4198117	NORTH STAR	
Registration Number:	4285060	N O R T H S T A R PROFILE EXTRUSIONS	
Registration Number:	4285059	NORTH STAR VINYL WINDOWS AND DOORS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	029217-0200		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/07/2014		
Total Attachments: 5			
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**Trademark Security Agreement
(Third Supplemental Filing)**

Trademark Security Agreement (Third Supplemental Filing) (“Trademark Security Agreement”), dated as of April 3, 2014, by Atrium Windows and Doors, Inc. and Thermal Industries, Inc. (the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated April 30, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are 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 Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. 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 2.1 Grant of Security Interest in Trademark Collateral. The Pledgors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

all trademarks, trade names, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names and corporate names, whether registered or unregistered, owned by or assigned to the Pledgors and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including the applications and registrations required to be listed on Schedule I hereto, together with (i) all rights and privileges arising under applicable law with respect to the Pledgors’ use of any of the foregoing, (ii) all extensions and renewals thereof and amendments thereto, (iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation thereof, (iv) all Goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) all Proceeds of the foregoing, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringement, dilution or other violation thereof, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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. 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 the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge and grant of a lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. 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 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 10.09 and 10.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

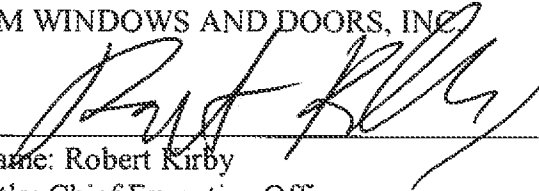
[signature page follows]

IN WITNESS WHEREOF, the Pledgors have 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,

ATRIUM WINDOWS AND DOORS, INC.

By: _____



Name: Robert Kirby

Title: Chief Executive Officer

THERMAL INDUSTRIES, INC.

By: _____




Name: Robert Kirby

Title: Chief Executive Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lana Gifas
Title: Director
Banking Products Services, US

By: 
Name:
Title: **Kenneth Chin**
Director
Banking Products Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
NORTH STAR	6, 19	85518577 17-JAN-2012	4198117 28-AUG-2012	Atrium Windows and Doors, Inc.
	19	85519858 19-JAN-2012	4285060 5-FEB-2013	Atrium Windows and Doors, Inc.
	6, 19	85519845 19-JAN-2012	4285059 5-FEB-2013	Atrium Windows and Doors, Inc.
24 HOUR ROOM	6, 19	85250856 24-FEB-2011	4034600 04-OCT-2011	Thermal Industries, Inc.