

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGI Windows and Doors, Inc.		09/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4549063	TARGA	
Registration Number:	4035666	CGI	
Registration Number:	4226049	CGI COMMERCIAL SERIES IMPACT RESISTANT W	
Registration Number:	4226050	CGI ESTATE COLLECTION IMPACT RESISTANT W	
Registration Number:	4210431	CGI ESTATE ENTRANCES PEACE OF MIND HAS N	
Registration Number:	4035607	SENTINEL BY CGI IMPACT RESISTANT WINDOWS	
Registration Number:	3186810	CGI	
Registration Number:	3055449	CGI	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1111779-2488		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		

CH \$215.00 4549063

DATE SIGNED:	09/23/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 22, 2014 (“Agreement”), between CGI WINDOWS AND DOORS, INC. (together with its successors and assigns, the “Grantor”), and DEUTSCHE BANK AG NEW YORK BRANCH, 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 September 22, 2014 (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 September 22, 2014 (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

- (1) all Trademarks, registered or applied for with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
 - (2) all registrations and recordings with respect to any of the foregoing;
 - (3) all reissues, extensions and renewals of any of the foregoing;
 - (4) all Proceeds and products of the Trademarks;
 - (5) the goodwill of the businesses with which the Trademarks are associated;
- and
- (6) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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.**

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CGI WINDOWS AND DOORS, INC.,
as a Grantor

By: Mario Ferrucci
Name: Mario Ferrucci
Title: Secretary

**DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent**

By: 
Name: Michael Winters
Title: Vice President

By: 
Name: Kirk L. Tashjian
Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

Trademark	Application No.	Registration No.	Owner Name
TARGA	85940293	4549063	CGI WINDOWS AND DOORS, INC.
CGI	77924572	4035666	CGI WINDOWS AND DOORS, INC.
CGI COMMERCIAL SERIES IMPACT RESISTANT WINDOWS & DOORS	77911446	4226049	CGI WINDOWS AND DOORS, INC.
CGI ESTATE COLLECTION IMPACT RESISTANT WINDOWS & DOORS	77911455	4226050	CGI WINDOWS AND DOORS, INC.
CGI ESTATE ENTRANCES PEACE OF MIND HAS NEVER LOOKED SO GOOD	77911469	4210431	CGI WINDOWS AND DOORS, INC.
SENTINEL BY CGI IMPACT RESISTANT WINDOWS & DOORS	77908582	4035607	CGI WINDOWS AND DOORS, INC.
CGI	78804262	3186810	CGI WINDOWS AND DOORS, INC.
CGI	78576696	3055449	CGI WINDOWS AND DOORS, INC.