TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PGT Industries, Inc.		09/22/2014	CORPORATION: FLORIDA

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:	4166747	PREMIERVUE
Registration Number:	3446884	ETERNA
Registration Number:	3193436	EFFORTLESS HURRICANE PROTECTION
Registration Number:	2789840	WINGUARD
Registration Number:	2554004	EZE-BREEZE
Registration Number:	2688953	WINGUARD
Registration Number:	2368213	PGT INDUSTRIES
Registration Number:	2368179	PGT

CH $215.00 4166747

CORRESPONDENCE DATA

Fax Number: 6502138158

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.

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/

DATE SIGNED:	09/23/2014

Total Attachments: 5
source=PGT_DB TM Security Agreement (Executed)#page1.tif
source=PGT_DB TM Security Agreement (Executed)#page2.tif
source=PGT_DB TM Security Agreement (Executed)#page3.tif
source=PGT_DB TM Security Agreement (Executed)#page4.tif
source=PGT_DB TM Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 22, 2014 ("Agreement"), between PGT INDUSTRIES, 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.**

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 005367 FRAME: 0461

PGT INDUSTRIES, INC.,
as a Grantor

By: Mario Ferrucci

Name: MARIO FERRUCCI
Title: VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Name: Peter Cucchiara
Title: Vice President

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

Schedule I

United States Trademarks and Trademark Applications

Trademark	Application Number	Registration Number	Owner Name
PREMIERVUE	85336341	4166747	PGT INDUSTRIES, INC.
ETERNA	78897800	3446884	PGT INDUSTRIES, INC.
EFFORTLESS HURRICANE PROTECTION	78821703	3193436	PGT INDUSTRIES, INC.
WINGUARD	78139565	2789840	PGT INDUSTRIES, INC.
EZE-BREEZE	76078205	2554004	PGT INDUSTRIES, INC.
WINGUARD	75834045	2688953	PGT INDUSTRIES, INC.
PGT INDUSTRIES	75687590	2368213	PGT INDUSTRIES, INC.
PGT	75677373	2368179	PGT INDUSTRIES, INC