

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM320859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMONTON BUILDING PRODUCTS LLC		10/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4343441	ASURE	
Registration Number:	3958490	DECORUM	
Registration Number:	3208627	EPOPS	
Registration Number:	4422850	HERO GLASS	
Registration Number:	1927856	LAP-LOK	
Registration Number:	4419504	LOCKAPPEAL TECHNOLOGY	
Registration Number:	4466779	LUMERA	
Registration Number:	2149156	LUMINESS	
Registration Number:	2100126	PROFINISH	
Registration Number:	4246761	PRONETWORK	
Registration Number:	3424073	PROSOLAR	
Registration Number:	2254265	REFLECTIONS	
Registration Number:	3938511	RESONANCE	
Registration Number:	2150570	S	
Registration Number:	4463391	SAFEPOINT	
Registration Number:	4343620	SEE MORE. GET MORE.	
Registration Number:	2659787	SENSOR GLASS	
Registration Number:	4149337	SIMONTON	
Registration Number:	2432198	SIMONTON IMPRESSIONS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4246762	SIMONTON PRONETWORK
Registration Number:	1967872	SIMONTON SILL
Registration Number:	3114115	SIMONTON STORMBREAKER PLUS
Registration Number:	2089142	SIMONTON WINDOWS
Registration Number:	1959849	SIMONTON WINDOWS
Registration Number:	3739599	SPECTRACLEAR
Registration Number:	3686516	STORMBLOCKER
Registration Number:	2754029	STORMBREAKER
Registration Number:	3276934	STORMBREAKER PLUS
Registration Number:	3267369	STORMBREAKER PLUS
Registration Number:	3392803	THE SIMONTON SOLAR SYSTEM
Registration Number:	4218499	VANTAGEPOINTE
Registration Number:	2421676	WE MAKE LASTING IMPRESSIONS

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17556-032
NAME OF SUBMITTER:	Virginia F Mann
SIGNATURE:	/Virginia F Mann/
DATE SIGNED:	10/22/2014

Total Attachments: 6

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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 October 3, 2014, is made by Simonton Building Products LLC (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*”) 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 Parent, Subsidiaries of the Parent party thereto, and the Collateral Agent executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2014 (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 parties thereto and any subsequent grantors, have 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 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.

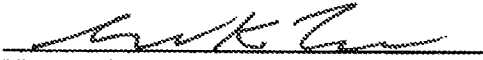
SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

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.

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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.

SIMONTON BUILDING PRODUCTS LLC

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

SCHEDULE A**PATENTS**

TITLE	APPL NO	APPL DATE	PATENT NO	GRANT DATE
WINDOW TRIM CLIP	09/047,421	3/25/1998	6,044,611	4/4/2000
PIVOTABLE MUNTIN BAR CLIP	09/081,258	5/19/1998	6,128,871	10/10/2000
ONE-PIECE INJECTION MOLDED WINDOW FRAME AND SASH	10/068,180	2/6/2002	6,749,797	6/15/2004
SYSTEM AND METHOD FOR IN-LINE PRODUCTION OF INSULATED GLASS UNITS FOR CUSTOM WINDOWS	10/738,019	12/17/2003	7,246,423	7/24/2007
IMPACT RESISTANT TILT WINDOW ASSEMBLY	10/835,738	4/30/2004	7,415,797	8/26/2008
HIGH STRUCTURAL LOAD WINDOW SASH LATCH	11/029,855	1/5/2005	7,363,747	4/29/2008
METHOD AND APPARATUS FOR EDGE SEALING OF FOAM BOARDS	13/924,012	6/21/2013	***	***
SASH LOCK AND KEEPER	13/955,592	7/31/2013	***	***

SCHEDULE B**TRADEMARKS**

MARK NAME	APPL NO	APPL DATE	REG NO	REG DATE
ASURE	85/532,526	2/2/2012	4,343,441	5/28/2013
DECORUM	77/765,283	6/22/2009	3,958,490	5/10/2011
EPOPS	78/860,648	4/13/2006	3,208,627	2/13/2007
HERO GLASS	85/687,997	7/26/2012	4,422,850	10/22/2013
LAP-LOK	74/578,744	9/26/1994	1,927,856	10/17/1995
LOCKAPPEAL TECHNOLOGY	85/658,074	6/21/2012	4,419,504	10/15/2013
LUMERA	85/222,212	1/20/2011	4,466,779	1/14/2014
LUMINESS	75/246,495	2/24/1997	2,149,156	4/7/1998
PROFINISH	75/033,020	12/15/1995	2,100,126	9/23/1997
PRONETWORK	85/310,863	5/3/2011	4,246,761	11/20/2012
PROSOLAR	78/490,666	9/28/2004	3,424,073	5/6/2008
REFLECTIONS	75/325,980	7/17/1997	2,254,265	6/15/1999
RESONANCE	77/765,278	6/22/2009	3,938,511	3/29/2011
S (STYLIZED)	75/240,984	2/13/1997	2,150,570	4/14/1998
SAFEPOINT	85/599,174	4/16/2012	4,463,391	1/7/2014
SEE MORE. GET MORE.	85/554,868	2/28/2012	4,343,620	5/28/2013
SENSOR GLASS	75/460,068	4/1/1998	2,659,787	12/10/2002
SIMONTON	85/414,565	9/2/2011	4,149,337	5/29/2012
SIMONTON IMPRESSIONS	75/658,235	3/11/1999	2,432,198	2/27/2001
SIMONTON PRONETWORK	85/310,867	5/3/2011	4,246,762	11/20/2012
SIMONTON SILL	74/578,701	9/26/1994	1,967,872	4/16/1996
SIMONTON STORMBREAKER PLUS	78/653,860	6/20/2005	3,114,115	7/11/2006
SIMONTON WINDOWS	75/138,428	7/23/1996	2,089,142	8/19/1997
SIMONTON WINDOWS & DESIGN	74/578,763	9/26/1994	1,959,849	3/5/1996
SPECTRACLEAR	77/760,734	6/16/2009	3,739,599	1/19/2010
STORMBLOCKER	77/137,445	3/22/2007	3,686,516	9/22/2009
STORMBREAKER	76/334,595	11/5/2001	2,754,029	8/19/2003
STORMBREAKER PLUS	78/650,498	6/14/2005	3,276,934	8/7/2007
STORMBREAKER PLUS	77/006,383	9/25/2006	3,267,369	7/24/2007
THE SIMONTON SOLAR SYSTEM & DESIGN	78/490,657	9/28/2004	3,392,803	3/4/2008
VANTAGEPOINTE	85/192,349	12/7/2010	4,218,499	10/2/2012
WE MAKE LASTING IMPRESSIONS	75/324,812	7/15/1997	2,421,676	1/16/2001

SCHEDULE C

COPYRIGHTS

None.