

09-21-2006



ET

103308675

Send documents or the new address(es) below.

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

Atrium Companies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merrill Lynch Capital, a Division of Merrill Lynch
Internal Business Financial Services, Inc., as Collateral Agent

Address: 16th Floor

Street Address: 222 N. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60601

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Division

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2006

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/692,398 78/839,958 78/565,814 78/692,397
78/838,935 78/692,401 78/692,399 78/688,356
78/839,149 78/659,492

B. Trademark Registration No.(s)
3,082,737

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gayle D. Grocke

9/13/2006

09/21/2006 DBYRNE 00000003 78692398

Signature

2006 SEP 19 PM 2:19

Date

01 FC:8521 40.00
02 FC:8522 250.00
03 FC:8523 120.00
Gayle D. Grocke
Number of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003397 FRAME: 0178

9.19.06

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 30, 2006, by ATRIUM COMPANIES, INC. (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Master Reaffirmation and Joinder Agreement dated as of June 21, 2006 in favor of the Collateral Agent pursuant to which the Pledgor has reaffirmed that certain Security Agreement dated as of December 28, 2004 in favor of Collateral Agent (as amended, restated, reaffirmed, modified or otherwise supplemented from time to time, the "Security Agreement");

WHEREAS, Pledgor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to have entered into that certain Amended and Restated Credit Agreement dated as of June 21, 2006, the Pledgor hereby agrees 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. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded

Property).

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 Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 unless the Collateral Agent shall otherwise determine.

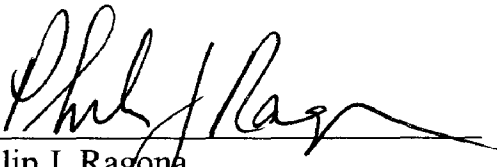
SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ATRIUM COMPANIES, INC.

By: 
Name: Philip J. Ragona
Title: Senior Vice President and General Counsel

Accepted and Agreed:
MERRILL LYNCH CAPITAL, A
DIVISION OF MERRILL LYNCH
BUSINESS FINANCIAL SERVICES INC.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

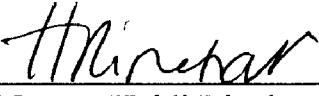
Very truly yours,

CHAMPION WINDOW, L.P.

By: Champion Window Holdings, Inc., its general partner

By: _____
Name: _____
Title: _____

Accepted and Agreed:
MERRILL LYNCH CAPITAL, A
DIVISION OF MERRILL LYNCH
BUSINESS FINANCIAL SERVICES INC.,
as Collateral Agent

By: 
Name: Heidi Rinehart
Title: Vice President

[Signature Page to the Trademark Security Agreement]

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ATRIUM COMPANIES, INC.	3,082,737	SILENT GUARD

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ATRIUM COMPANIES, INC.	Serial No. 78/692,398	ASPIRATIONS
ATRIUM COMPANIES, INC.	Serial No. 78/839,958	ATRIUM WIZARD
ATRIUM COMPANIES, INC.	Serial No. 78/565,814	SCULPTURED SQUARES
ATRIUM COMPANIES, INC.	Serial No. 78/692,397	BRAVURA
ATRIUM COMPANIES, INC.	Serial No. 78/838,935	CAN DO ATTITUDE
ATRIUM COMPANIES, INC.	Serial No. 78/692,401	DYNASTY
ATRIUM COMPANIES, INC.	Serial No. 78/692,399	EXPRESSIONS
ATRIUM COMPANIES, INC.	Serial No. 78/688,356	HEIRLOOM
ATRIUM COMPANIES, INC.	Serial No. 78/839,149	INSTALL ATRIUM INSTILL CONFIDENCE
ATRIUM COMPANIES, INC.	Serial No. 78/659,492	ULTRAGRAIN