Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ply Gem Industries, Inc.		06/08/2008	CORPORATION: DELAWARE
Ply Gem Holdings, Inc.		06/08/2008	CORPORATION: DELAWARE
Alcoa Home Exteriors, Inc.		06/08/2008	CORPORATION: OHIO
Great Lakes Window, Inc.		06/08/2008	CORPORATION: OHIO
Kroy Building Products, Inc.		06/08/2008	CORPORATION: DELAWARE
MW Manufacturers Inc.		06/08/2008	CORPORATION: DELAWARE
Napco, Inc.		06/08/2008	CORPORATION: DELAWARE
Ply Gem Pacific Windows Corporation		06/08/2008	CORPORATION: DELAWARE
Variform, Inc.		06/08/2008	CORPORATION: MISSOURI
New Alenco Window, Ltd.		06/08/2008	CORPORATION: TEXAS
New Glazing Industries, Ltd.		06/08/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 207

Property Type	Number	Word Mark
Registration Number:	2882064	A BEAUTIFUL WELCOME HOME
Registration Number:	2606474	COLLINGVIEW
Registration Number:	1874924	EASY-CLEAN
Registration Number:	2752268	FIBERBEAM
Registration Number:	1374796	GREAT LAKES

TRADEMARK " REEL: 004000 FRAME: 0930 190,00 288;

900135797

Registration Number:	2854628	GREAT LAKES GOLD
Registration Number:	3042234	HI R+PLUS
Registration Number:	2752313	INFINI-TRIM
Registration Number:	1715792	R-CORE
Registration Number:	3217986	REGAL
Registration Number:	0626764	REGAL
Registration Number:	1865795	UNIFRAME
Registration Number:	3252301	PLYGEM LIFESTYLES
Registration Number:	3238008	GRANDVIEW
Registration Number:	3110445	SEABROOKE
Registration Number:	3151937	BAYSHORE
Serial Number:	78399146	INVISIGUARD
Registration Number:	2915263	
Registration Number:	3068753	SAFE HAVEN
Registration Number:	3038260	EUROGLIDE
Registration Number:	2934657	MAXUUS
Registration Number:	2934544	MONITOR
Registration Number:	2464125	CLASSIC MANOR
Registration Number:	2837603	
Registration Number:	2828960	
Registration Number:	2983510	FENCE BY THE YARD
Registration Number:	2978460	FUSION FENCE
Registration Number:	2553082	IT'S A SNAP
Registration Number:	2896575	KROY
Serial Number:	78290764	TIMBERLAST
Serial Number:	75662170	TIMBERLAST
Serial Number:	78696843	KROY
Serial Number:	78701674	К
Serial Number:	78701671	K KROY
Serial Number:	78701663	K KROY
Serial Number:	78701642	К
Serial Number:	78700855	KROY EXPRESS OUTDOOR SOLUTIONS
Serial Number:	78700845	KROY EXPRESS OUTDOOR SOLUTIONS
Serial Number:	78700840	ASSURANCE OUTDOOR SOLUTIONS
Serial Number:	78700836	ASSURANCE OUTDOOR SOLUTIONS

REEL: 004000 FRAME: 0931

Serial Number:	78696838	KROY
Serial Number:	78696835	KROY
Serial Number:	78696831	KROY
Serial Number:	78420774	TIMBERLOCK
Registration Number:	2556213	A LIFETIME OF BEAUTY
Registration Number:	2947787	AMERICAN 76 BEADED
Registration Number:	3102942	AMERICAN ACCENTS
Registration Number:	1895104	AMERICAN COMFORT
Registration Number:	2457106	AMERICAN HERALD
Registration Number:	2169432	AMERICAN HERALD
Registration Number:	2464580	AMERICAN SPLENDOR
Registration Number:	2940998	ANCHOR LOCK
Registration Number:	2693580	CEDAR SELECT
Registration Number:	3093080	DURABUILT
Registration Number:	2895797	ELUSIVENT
Registration Number:	1137575	MONTICELLO
Registration Number:	0912193	NAPCO
Registration Number:	1687554	NAPCO
Registration Number:	2593612	NHC
Registration Number:	2670877	NHC BUILDING PRODUCTS
Registration Number:	2169430	OLDE PROVIDENCE
Registration Number:	3071793	POWER LOCK
Registration Number:	2468449	RIGITUCK
Registration Number:	2567611	SEVENTY-SIX COLLECTION
Registration Number:	1868312	SUNNYBROOK
Registration Number:	2921791	TUCKTIGHT
Registration Number:	2495084	WHAT THE BEST HOMES ARE WEARING
Registration Number:	2605289	WHAT THE BEST HOMES ARE WEARING
Registration Number:	2635868	XACT-FIT
Registration Number:	2997354	AMERICAN SPLENDOR XL
Registration Number:	2940218	DURAPRO
Registration Number:	2989475	PROVIDENCE
Registration Number:	2893609	RIGIDMASTER
Registration Number:	2446720	ACCU-LOCK
Registration Number:	2893542	ASHTON HEIGHTS

REEL: 004000 FRAME: 0932

Registration Number:	2460437	CAMDEN POINTE
Registration Number:	1104337	CHATEAU
Registration Number:	2223916	CHATEAU LEGACY
Registration Number:	2765397	CHATEAU MYSTIQUE
Registration Number:	2300667	CHATEAU NOBILITY
Registration Number:	2151221	CONTRACTOR'S CHOICE
Registration Number:	1507184	DURAGRAIN
Registration Number:	1508151	HAMPTON III
Registration Number:	2729154	MILESTONE EX
Registration Number:	2398656	NOSTALGIA SERIES
Registration Number:	2693579	NOSTALGIA SERIES
Registration Number:	2889330	NOTTINGHAM
Registration Number:	2521484	PRO GUARD
Registration Number:	2849573	SCENIC SCAPES
Registration Number:	2486293	THE CONFIDENT CHOICE
Registration Number:	1595408	TIMBER OAK
Registration Number:	1060712	VARIBEST
Registration Number:	1614886	VARIFORM
Registration Number:	2959378	VARIFORM
Registration Number:	2312507	VARIGRAIN PREFERRED
Registration Number:	2418431	VARITEK
Registration Number:	2504634	VICTORIA HARBOR
Serial Number:	78747664	CSL 600
Registration Number:	2935109	PERMAHUE
Registration Number:	3199943	BEST QUALITY
Serial Number:	77020528	VARIFORM TRUEWALL VINYL SIDING
Registration Number:	2777696	FREEDOM
Registration Number:	1865281	JEFFERSON
Registration Number:	1865280	JEFFERSON
Registration Number:	1543547	MIMS & THOMAS
Registration Number:	1542227	MW
Registration Number:	2367605	MW
Registration Number:	1548316	THE FREEDOM WINDOW
Registration Number:	1540495	TWINSEAL
Registration Number:	2718016	UNITY
		TRADEMARK

Registration Number:	2018918	V-WOOD
Registration Number:	2973968	MW CLASSIC
Registration Number:	2980481	PATRIOT
Registration Number:	2973969	THE SMART CHOICE
Registration Number:	2979404	TWINSEAL
Registration Number:	2995933	TWINSEAL
Serial Number:	77383035	A GREAT REFLECTION ON YOU MIRA
Serial Number:	77381661	MIRA
Registration Number:	2276324	BUILDERS' VIEW
Registration Number:	3001970	ALENCO
Registration Number:	3326007	POWERPANE
Registration Number:	3330891	POWERPANE
Registration Number:	3326008	SUPERPOWERPANE
Registration Number:	3336103	SUPER POWERPANE
Registration Number:	3065054	STRUCTURE
Registration Number:	3136908	SILVER CREEK
Registration Number:	3172208	DREAMCOLOR
Registration Number:	1521515	HOMECREST
Registration Number:	1654910	AMERICAN PRIDE
Registration Number:	0809118	T-LOK
Registration Number:	0814264	MASTIC
Registration Number:	1541539	MASTIC
Registration Number:	3409224	MASTIC
Registration Number:	1269215	VINTAGE
Registration Number:	1743155	BARKWOOD
Registration Number:	0973219	CELLWOOD
Registration Number:	2647276	CELLWOOD
Registration Number:	0854477	DURANYL
Registration Number:	0691682	VENT-A-RIDGE
Registration Number:	0684633	ALUMALURE
Registration Number:	1685342	BRENTWOOD
Registration Number:	1663443	MANOR OAK
Registration Number:	1761320	A+
Registration Number:	2323674	DUTCH OAK
Registration Number:	1744553	PRO-TECH

Registration Number:	1863730	PRO-BEAD
Registration Number:	1966088	TRADE MARK CG
Registration Number:	1889291	PRO-SELECT
Registration Number:	1912542	MEADOWBROOK
Registration Number:	1956838	LIBERTY ELITE
Registration Number:	2044874	ALCOA MASTER CONTRACTOR
Registration Number:	2044947	MASTIC QUALITY CONTRACTOR
Registration Number:	2078125	MILL CREEK
Registration Number:	2093897	CARVEDWOOD
Registration Number:	2239926	PERFORMANCE METALS
Registration Number:	2293582	QUEST
Registration Number:	2288264	QUEST SERIES
Registration Number:	2339218	GRAND SIERRA
Registration Number:	2346212	TRI-LINEAR RIGIDITY
Registration Number:	2316344	T3 LOK
Registration Number:	2367868	T3 SYSTEM
Registration Number:	2344955	TORNADO-TOUGH NAIL HEM
Registration Number:	2527392	THE POWER OF ALCOA
Registration Number:	2534761	ENDURING ELEGANCE
Registration Number:	2593059	ENDURING ELEGANCE
Registration Number:	2716534	CLASSIC LIVING COLLECTION
Registration Number:	2580344	ALUMA-GUARD
Registration Number:	2596027	ALUMA-GUARD PLUS
Registration Number:	2644492	CEDAR DISCOVERY
Registration Number:	3230376	EVOLUTIONS
Registration Number:	2583847	HIGHLAND FALLS
Registration Number:	2534983	PREMIUM DESIGN. PROVEN PERFORMANCE.
Registration Number:	2783585	E-MAGINE
Registration Number:	2622327	EVOLUTIONS
Registration Number:	2626666	PROGRESSIONS
Registration Number:	2619024	DIMENSIONS BEADED
Registration Number:	2638643	T2 LOK
Registration Number:	2694163	KNOWLEDGE WORKX
Registration Number:	2757521	PROTRAIN
Registration Number:	2768457	LIBRARY OF LEARNING
· ·		TRADEMARK

Registration Number:	2957871	HOUSEWORKX
Registration Number:	2745197	SUCCESS LINKX
Registration Number:	2768230	SMART CLOSE
Registration Number:	2770135	SMART VIEW
Registration Number:	2729233	ROOF OVER VENT-A-RIDGE
Registration Number:	2846571	ULTRA TS
Registration Number:	2789875	DIMENSIONS
Registration Number:	2814252	CHARLESTON BEADED COLLECTION
Registration Number:	2802570	SILHOUETTE CLASSIC
Registration Number:	2974081	STUDIO A
Registration Number:	3090919	ALUMA-PERF
Registration Number:	2911772	LEAF RELIEF
Registration Number:	2568598	BESTLINE
Registration Number:	1534322	E-Z BLOCK
Registration Number:	1535320	J-BLOCK
Registration Number:	1869612	RICHWOOD
Registration Number:	1908481	RICHWOOD
Registration Number:	3090994	OASIS
Registration Number:	2979287	VENTURA
Serial Number:	78926621	ENVOY
Serial Number:	78926643	ENDURANCE
Serial Number:	78364081	STRUCTURE
Registration Number:	2821765	ACCU-QUOTE
Registration Number:	2976350	WINDOW SOLUTIONS
Registration Number:	1995364	ARCHITECTURAL SHAPES
Registration Number:	2507811	BELLEVUE
Serial Number:	77371809	BUILDING PRODUCTS. BUILDING SUCCESS.

CORRESPONDENCE DATA

Fax Number: (212)492-0603

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123733603

Email: Isilber@paulweiss.com, hranucci@paulweiss.com

Correspondent Name: Lindsay N. Silber

Address Line 1: 1285 Avenue of the Americas

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ATTORNEY DOCKET NUMBER:	17556-001
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	06/08/2009
Total Attachments: 26 source=PlyGem USBank Filing#page1.tif source=PlyGem USBank Filing#page2.tif source=PlyGem USBank Filing#page3.tif source=PlyGem USBank Filing#page4.tif source=PlyGem USBank Filing#page5.tif source=PlyGem USBank Filing#page6.tif source=PlyGem USBank Filing#page7.tif source=PlyGem USBank Filing#page8.tif source=PlyGem USBank Filing#page9.tif source=PlyGem USBank Filing#page10.tif source=PlyGem USBank Filing#page11.tif source=PlyGem USBank Filing#page12.tif source=PlyGem USBank Filing#page13.tif source=PlyGem USBank Filing#page14.tif source=PlyGem USBank Filing#page15.tif source=PlyGem USBank Filing#page16.tif source=PlyGem USBank Filing#page17.tif source=PlyGem USBank Filing#page17.tif source=PlyGem USBank Filing#page17.tif	
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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 June 9, 2008, is made by Ply Gem Industries, Inc., a Delaware corporation (the "Issuer"), Ply Gem Holdings, Inc., a Delaware Corporation ("Holdings") and the Subsidiaries of the Issuer listed on the Annex hereto (the "Subsidiaries", and together with the Issuer and Holdings, the "Grantors") in favor of U.S. Bank National Association, as Noteholder Collateral Agent (the "Noteholder Collateral Agent") for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, the Issuer and the other Grantors party thereto have entered into an Indenture dated as of June 9, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Indenture*"), with U.S. Bank National Association, as Trustee and Noteholder Collateral Agent. Terms defined in the Collateral Agreement and Indenture and not otherwise defined herein are used herein as defined in the Collateral Agreement and Indenture.

WHEREAS, as a condition precedent to the purchasing of the Notes by the Initial Purchasers, each Grantor has executed and delivered that certain Collateral Agreement dated June 9, 2008, made by the Grantors to the Noteholder Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Noteholder Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Noteholder Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (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 with the goodwill symbolized thereby (the "*Trademarks*");

- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in, the Collateral by each Grantor under this IP Collateral Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents. Without limiting the generality of the foregoing, this IP Collateral Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Note 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 a Grantor.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer 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. <u>Grants, Rights and Remedies</u>. This IP Collateral Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Noteholder Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. <u>Governing Law</u>. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Reference is made to the Lien Subordination and Intercreditor Agreement dated as of June 9, 2008, among General Electric Capital Corporation, as Collateral Agent for the Revolving Facility Secured Parties referred to therein, U.S. Bank National Association, as Trustee and as Noteholder Collateral Agent, Ply Gem Holdings, Inc., Ply Gem Industries, Inc. and the 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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLY GEM INDUSTRIES, INC.

Name: Shawn K. Poe

Title: Chief Financial Officer

PLY GEM HOLDINGS, INC.

By Name: Shawn K. Poe

Title: Chief Financial Officer

EACH OF THE SUBSIDIARIES LISTED ON THE ANNEX HERETO

By Name: Shawn K, Poe

Title: Secretary

NEW ALENCO WINDOW, LTD.

By: Alenco Building Products Management, L.L.C., its General Partner,

bу

Name: Shawn K. Poe

Title: Secretary

NEW GLAZING INDUSTRIES, LTD.

By: Glazing Industries Management, L.L.C., its

General Partner,

by

Name: Shawn K. Poe

Title: Secretary

[Signature Page to the IP Security Agreement]

Annex to IP Security Agreement

ALCOA HOME EXTERIORS, INC.
GREAT LAKES WINDOW, INC.
KROY BUILDING PRODUCTS, INC.
MW MANUFACTURERS INC.
NAPCO, INC.
PLY GEM PACIFIC WINDOWS CORPORATION
VARIFORM, INC.

Doc#: US1:5239428v1

Schedule A to IP Intellectual Property

(Patents)

PATENTS:

GREAT LAKES WINDOW, INC.

GREAT EXRES WINDOW, INC.	Patent No.	Serial No.	Country
SINGLE HUNG WINDOW	D365,883	22669	USA
	5550510	00/205020	770.
WINDOW SASH AND AN ASSOCIATED METHOD OF MAKING A WINDOW SASH	5570548	08/325038	USA
MAKING A WINDOW SASH			
FOLDAWAY WINDOW CRANK HANDLE WITH A	5400473	08/112268	USA
HANDLE RETENTION SPRING			
METHOD OF PRODUCING A WINDOW SASH	5379518	08/013765	USA
HEADER ASSEMBLY	5144776	07/641123	USA
INSULATED PLASTIC FRAME FOR DOORS, WINDOWS	4516356	06/561304	USA
AND THE LIKE			
FENCE SYSTEM	Application	11/271496	USA

KROY BUILDING PRODUCTS, INC.

BRACKET ASSEMBLY FOR CONNECTING RAILS OF VARIOUS CONFIGURATIONS TO A SUPPORT STRUCTURE	6,948,704	10/361,150	USA
CAP AND MOUNTING SYSTEM FOR A FENCE SYSTEM	5,660,376	08/670,941	USA
DECK SYSTEM WITH DECK CLIP	6,314,699	09/232,330	USA
EXTERIOR SURFACE OF A FENCE RAIL	D461,568	29/127,194	USA
FENCE PANEL	D503,000	29/172,295	USA
FENCE PANEL	D454,964	29/138,098	USA
FENCE PANEL	D454,965	29/138,099	USA
FENCE PANEL	D455,220	29/138,095	USA
FENCE PANEL	D455,502	29/138,094	USA
FENCE PANEL	D454,963	29/138,093	USA
FENCE PLANK	D405,546	29/073,566	USA
FENCE PLANK	D405,545	29/066,946	USA
FENCE RAIL	D446,315	29/138,263	USA

Doc#: US1:5236231v4

FENCE RAIL	D487,158	29/156,731	USA
FENCE SYSTEM	5,988,599	08/808,981	USA
FENCE SYSTEM	6,202,987	09/435,418	USA
FENCE SYSTEM WITH VARIABLE POSITION RAIL	6,755,394	10/267,436	USA
INTERIOR AND EXTERIOR SURFACE OF A FENCE PANEL	D487,160	29/182,668	USA
INTERIOR AND EXTERIOR SURFACE OF A FENCE RAIL	D490,543	29/154,430	USA
METHOD OF ASSEMBLING A FENCE	6,041,486	09/238,754	USA
MOUNTING CLIP WITH LOCKING FEATURE	6,682,056	09/699,716	USA
RAIL ATTACHMENT BRACKET WITH SNAP-ON COVER	5,873,671	08/802,129	USA
RAIL BRACKET MOUNTING SYSTEM WITH LOCKING PIN	6,993,843	10/818,632	USA
METHOD FOR CONNECTING RAILS OF VARIOUS CONFIGURATIONS TO SUPPORT STRUCTURE	Application	11/236,107	USA
METHOD FOR ATTACHING A FENCE RAIL TO A SUPPORT	7,007,363	10/824,707	USA
FENCE PANEL	Application	29/225,481	USA
RAIL BRACKET MOUNTING SYSTEM WITH LOCKING PIN	7,048,259	10/165,177	USA
FENCE RAIL CAP BRACKET ASSEMBLY	6,893,008	10/277,712	USA
FENCE SYSTEM		11/650,307	USA
FENCE SYSTEM WITH VARIABLE POSITION RAIL	6,460,829	09/232,118	USA
DECORATIVE COVER FOR POSTS	5,853,167	08/808,980	USA
FENCING SYSTEM WITH MOUNTING CLIPS	5,556,079	08/432,936	USA
FENCE PANEL	D 565,747	29/225,481	USA
FENCE PANEL WITH INTERLOCK	Application	11/071,486	USA
METHOD FOR CONNECTING RAILS OF VARIOUS CONFIGURATIONS TO A SUPPORT STRUCTURE	Application	11/236,107	USA
BARRIER SYSTEM WITH MULTI-POSITION RAIL	Application	11/123,892	USA
METHOD OF FORMING A BARRIER	Application	11/124,605	USA
MULTI-POSITION RAIL FOR A BARRIER	Application	10/931,287	USA
RAIL BRACKET MOUNTING SYSTEM WITH LOCKING PIN	Application	10/818,632	USA
METHOD FOR ATTACHING A FENCE RAIL TO A SUPPORT	Application	10/824,707	USA

FENCE SYSTEM WITH VARIABLE POSITION RAIL	Application	10/814,432	USA
BRACKET ASSEMBLY FOR CONNECTING RAILS OF VARIOUS CONFIGURATIONS TO A SUPPORT STRUCTURE	Application	10/361,150	USA
TWO PIECE RAIL AND INSERT SYSTEM	Application	10/316,177	USA
RAIL BRACKET MOUNTING SYSTEM	Application	09/844,846	USA
INTERNAL COMPRESSION MOUNT FOR HOLLOW POSTS	Application	10/307,206	USA
FENCE RAIL CAP BRACKET ASSEMBLY	Application	10/277,721	USA
DECK SYSTEM WITH DECK CLIP	Application	10/201,585	USA
FENCE SYSTEM WITH VARIABLE POSITION RAIL	Application	10/267,436	USA
RAIL BRACKET MOUNTING SYSTEM WITH LOCKING PIN	Application	10/165,177	USA
RAIL ATTACHMENT BRACKET WITH SNAP-ON COVER	2,229,829	2,229,829	CANADA

VARIFORM, INC.

METHOD AND APPARATUS FOR CREATING CONTROLLED COLOR PATTERNS IN FORMED VINYL SHEET ARTICLE	5,053,176	07/430,571	USA
COLOR PATTERINS IN PORIVIED VINTE SHEET ARTICLE			
METHOD AND APPARATUS FOR CREATING RANDOM SHADOW PATTERNS IN VINYL SHEET PARTICLE	4,352,771	06/254,632	USA
METHOD FOR EXTRUDING AND PRODUCT OF THE METHOD	Application	10/620,545	USA
MOBILE HOME SKIRTING SYSTEM	4,549,378	06/503,715	USA
MOBILE HOME SKIRTING SYSTEM	4,400,919	06/255,302	USA
PERIMETER SKIRTING FOR ELEVATED STRUCTURES	D402,063	29/078,516	USA
PERIMETER SKIRTING FOR ELEVATED STRUCTURES	D404,504	29/078,511	USA
SIDING INTERLOCK PANEL	D382,351	29/048,918	USA
SIDING PANEL	6,341,463	09/420,448	USA
SIDING PANEL WITH INTERLOCK	6,341,464	09/518,868	USA
SIDING PANEL WITH INTERLOCK	6,065,260	09/053,475	USA
VERTICAL HEIGHT IMPACT TESTING APPARATUS	6,523,391	09/877,812	USA
VINYL SHEET ARTICLE PRESENTING STRIATED COLOR PATTERNS AND METHOD OF MAKING THE SAME	5,232,751	07/712,552	USA
VINYL SIDING TRANSPORT RACK AND METHOD OF CONSTRUCTION	6,604,897	09/949,422	USA

MOBILE HOME SKIRTING SYSTEM	4,843,793	07/172,984	USA
APPARATUS AND METHOD FOR ADJUSTING COMPONENT FEATURES		11/227,309	USA
DD CHECK ADD ANGENCENT		00/07/	770
PROTECT ARRANGEMENT	6558070	09/856,577	USA
PROTECTIVE STRUCTURE	6455127	09/284,282	USA
LOCKING SYSTEM FOR A DOUBLE-HUNG WINDOW	6139071	09/026,268	USA
BAG SEALER AYERS RALPH L	3621539	05/7,015,005	USA
MOBILE HOME SKIRTING PANEL	D 355494	00/012.115	USA
		,	
EARLY WARNING SYSTEM FOR CAR TIRE'S TEMPERATURE AND PRESSURE	Application	10/412,282	USA

ALCOA HOME EXTERIORS, INC.

EXTRUDED UTILITY TRIM FOR SIDING AND SOFFIT		29/027,811	USA
	361,138		
	,		
BRACKET FOR MOUNTING A FIXTURE ON A WALL	4,726,152	06/934,503	USA

INTERNALLY FLASHED SIDING CHANNEL		08/065623	USA
	,303,522		
TRIM ASSEMBLY FOR FINISHING A FIXTURE ON A		08/350313	USA
BUILDING EXTERIOR	,526,619		
METHOD AND APPARATUS FOR COATING STRIP		08/427475	USA
MATERIAL AND ORNAMENTALLY COATED MATERIAL	,565,260		
PRODUCED THEREBY			
PLURAL EXTRUDER METHOD FOR MAKING A		08/440568	USA
COMPOSITE BUILDING PANEL	,565,056		
I AMINATED DUIT DING DANIEL AND METHOD FOR ITS		08/511082	USA
LAMINATED BUILDING PANEL AND METHOD FOR ITS PRODUCTION	,633,063	00/011002	
TROP CONTON	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
SHUTTER ASSEMBLY		09/008035	USA
	,924,255		
		09/392004	USA
MOLDED PLASTIC SIDING PANEL	224.701	09/392004	USA
	,224,701		
MOLDED PLASTIC SIDING PANEL		09/766024	USA

	,421,975		
		10406000	
PLASTIC SIDING PANEL		10/186,939	USA
	,715,250		
A A A DALATED BANK DAVIG DALATE A VALVING DEFECT FORTED	Application	-	USA
LAMINATED BUILDING PANELS HAVING PRESELECTED	Application	0/017 604	USA
COLORS		0/817,604	
MOLDED PLASTIC SIDING PANEL	Application	60/738,282	USA
	Application		USA
WIND RESISTANT SIDING PANEL	Application	0/022 705	USA
		0/833,785	
SHIM FOR USING SIDING APPLICATION	Application		USA
SHIM FOR USING SIDING AFFLICATION		0/833,468	
GUTTER GUARD	7,143,549	10/635,830	USA
GUTTER SHIELD	6,944,992	10/780,198	USA
EAVES TROUGH WITH A GUTTER SHIELD	6,786,008	10/261,043	USA
GUTTER SHIELD	6,427,388	09/853,555	USA
PLASTIC SIDING PANEL	Application	10/186,939	USA
EAVES TROUGH WITH A GUTTER SHIELD	Application	10/261,043	USA
GUTTER SHIELD	Application	10/780,198	USA
GUTTER SHIELD	Application	09/853,555	USA
GUTTER GUARD	Application	10/635,830	USA
MOLDED PLASTIC SIDING PANEL	Application	09/766024	USA
WIND RESISTANT SIDING PANEL			CANADA
		A2505302	
			CANADA
TRIM ASSEMBLY FOR FINISHING A FIXTURE ON A		12111206	CANADA
BUILDING EXTERIOR		A2144286	
METHOD AND APPARATUS FOR COATING STRIP			CANADA
MATERIAL AND ORNAMENTALLY COATED MATERIAL		182560	
PRODUCED THEREBY			
SHIM FOR USE IN SIDING APPLICATION			CANADA
		505303	
			CANADA
LAMINATED BUILDING PANELS HAVING PRESELECTED			CANADA

COLORS		502847	
MOLDED PLASTIC-SIDING PANEL			CANADA
		316567	
INTERNALLY FLASHED SIDING CHANNEL			CANADA
	105825		

Schedule B to IP Intellectual Property

(Trademarks)

(a) Trademark GREAT LAKES WINDOW, INC.	Registration No.	Serial No.	Country
A BEAUTIFUL WELCOME HOME	2,882,064	76/098565	USA
COLLINGVIEW	2,606,474	75/932212	USA
EASY-CLEAN	1,874,924	74/150026	USA
FIBERBEAM and design	2,752,268	76/412630	USA
GREAT LAKES	1,374,796	73/542409	USA
GREAT LAKES		TM13043	Ohio
GREAT LAKES GOLD (STYLIZED)	2,854,628	76/447,866	USA
HI R+PLUS	3,042,234	76/531247	USA
INFINI-TRIM	2,752,313	76/421,368	USA
R-CORE	1,715,792	74/239986	USA
REGAL	3,217,986	78/891,043	USA
REGAL (Stylized)	626,764	71/698644	USA
UNIFRAME	1,865,795	74/459740	USA
PLYGEM LIFESTYLES	3,252,301	78/512,334	USA
GRANDVIEW	3,238,008	78/491,508	USA
SEABROOKE	3,110,445	78/512,380	USA
BAYSHORE	3,151,937	78/512,298	USA
INVISIGUARD		78/399,146	USA
LIGHTHOUSE DESIGN ONLY	2,915,263	78/264,593	USA
SAFE HAVEN	3,068,753	76/572,679	USA
EUROGLIDE	3,038,260	76/594,229	USA
MAXUUS	2,934,657	76/598,067	USA
MONITOR	2,934,544	76/579,486	USA
R-CORE	10088		USA-Ohio
KROY BUILDING PRODUCTS, INC.		75/202202	TICA
4 11 A 4163 [43 B 4 A B [4313	2.464.125	1 75/20000	1 T 161 A

2,464,125

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CLASSIC MANOR

TRADEMARK REEL: 004000 FRAME: 0949

USA

75/398202

(a) Trademark	Registration No.	Serial No.	Country
Fence (design only)	2,837,603	76/068882	USA
Fence (design only)	2 929 060	76/279558	USA
	2,828,960		
FENCE BY THE YARD	2,983,510	76/389457	USA
FENCE RAIL	4,861,714	n/a	Utah
FENCE RAIL	4,861,574	n/a	Utah
FENCE RAIL (EXTERIOR SURFACE)	5,078,901	n/a	Utah
FENCE RAIL (INSIDE AND OUTSIDE SHA	11678313	n/a	Texas
FUSION FENCE—CLASS 006, CLASS 019	2,978,460	78/197,763	USA
ITS A SNAP—CLASS 019	2,553,082	75/574783	USA
IT'S A SNAP	TMA539,643	1012769	Canada
KROY—CLASS 006, CLASS 019	2,896,575	76/389461	USA
TIMBERLAST	TMA556,636	1029067	Canada
TIMBERLAST—CLASS 019		78/290764	USA
TIMBERLAST—CLASS 019	2,436,296	75662170	USA
KROY—CLASS 006		78/696,843	USA
K—CLASS 019		78/701,674	USA
K KROY & DESIGN		78/701,671	USA
K KROY & DESIGN—CLASS 006		78/701,663	USA
K—CLASS 006		78/701,642	USA
KROY EXPRESS OUTDOOR SOLUTIONS—CLASS 006		78/700,855	USA
KROY EXPRESS OUTDOOR SOLUTIONS—CLASS 006		78/700,845	USA
ASSURANCE OUTDOOR SOLUTIONS— CLASS 006		78/700,840	USA
ASSURANCE OUTDOOR SOLUTIONS— CLASS 019		78/700,836	USA
KROY—CLASS 035	3,126,545	78/696,838	USA
KROY—CLASS 042		78/696,835	USA
KROY—CLASS 016		78/696,831	USA

(a) Trademark	Registration No.	Serial No.	Country
TIMBERLOCK—CLASS 020		78/420,774	USA
NAPCO, INC.			
A LIFETIME OF BEAUTY	2,556,213	78/078288	USA
AMERICAN '76 BEADED	2,947,787	78/315,618	USA
AMERICAN ACCENTS	3,102,942	78/314,096	USA
AMERICAN COMFORT	1,895,104	74/502947	USA
AMERICAN HERALD	2,457,106	75/942371	USA
AMERICAN HERALD	2,169,432	75/290530	USA
AMERICAN SPLENDOR XL	2,464,580	75/828953	USA
ANCHOR LOCK	2,940,998	78/312,614	USA
CEDAR SELECT	2,693,580	78/139789	USA
DURABUILT	3,093,080	76/385081	USA
ELUSIVENT	2,895,797	78/315,623	USA
MONTICELLO	1,137,575	73/164436	USA
NAPCO	912,193	72/357627	USA
NAPCO	1,687,554	74/159058	USA
NHC	2,593,612	76/023192	USA
NHC BUILDING PRODUCTS	2,670,877	76/023190	USA
OLDE PROVIDENCE	2,169,430	75/290528	USA
POWER LOCK	3,071,793	78/314,075	USA
RIGITUCK	2,468,449	75/828392	USA
SEVENTY-SIX COLLECTION	2,567,611	78/078279	USA
SUNNYBROOK	1,868,312	74/398064	USA
TUCKTIGHT	2,921,791	78/312,611	USA
WHAT THE BEST HOMES ARE WEARING	2,495,084	75/980888	USA
WHAT THE BEST HOMES ARE WEARING	2,605,289	75/828394	USA
XACT-FIT	2,635,868	75/708013	USA
AMERICAN SPLENDOR XL	2,997,354	78/386833	USA

(a) Trademark	Registration No.	Serial No.	Country
DURAPRO	2,940,218	78/403482	USA
PROVIDENCE	2,989,475	78/438,592	USA
RIGIDMASTER	2,893,609	78/320,974	USA
BAG IT	19980175		USA-Indiana
WARTEORM INC			
VARIFORM, INC. ACCU-LOCK	2,446,720	75/467987	USA
ASHTON HEIGHTS	2,893,542	78/315612	USA
CAMDEN POINTE	2,460,437	75/828393	USA
CHATEAU	1,104,337	73/130842	USA
CHATEAU LEGACY	2,223,916	75/365813	USA
CHATEAU MYSTIQUE	2,765,397	76/388342	USA
CHATEAU NOBILITY	2,300,667	75/417253	USA
CONTRACTOR'S CHOICE	2,151,221	75/044034	USA
DURAGRAIN	1,507,184	73/713739	USA
HAMPTON III	1,508,151	73/711197	USA
MILESTONE EX	2,729,154	78/097532	USA
NOSTALGIA SERIES	2,398,656	75/656222	USA
NOSTALGIA SERIES	2,693,579	78/139772	USA
NOTTINGHAM	2,889,330	78/314115	USA
PLY GEM	117,049	167705	Poland
PRO GUARD	2,521,484	75/476165	USA
SCENIC SCAPES	2,849,573	78/184,967	USA
THE CONFIDENT CHOICE	2,486,293	75/979845	USA
TIMBER OAK	1,595,408	73/832916	USA
VARIBEST	1,060,712	73/087471	USA
VARIFORM	1,150,037	970001596	China
VARIFORM	Kor54843	279819	Thailand
VARIFORM	1,614,886	74/018103	USA
VARIFORM	2,959,378	78/237,783	USA

(a) Trademark	Registration No.	Serial No.	Country
VARIGRAIN PREFERRED	2,312,507	75/467988	USA
VARITEK	2,418,431	75/734356	USA
VICTORIA HARBOR	2,504,634	76/214094	USA
CSL 600		78/747,664	USA
PERMAHUE	2,935,109	78/386,841	USA
BEST QUALITY and design	3,199,943	78/821,843	USA
*	5,255,510		
VARIFORM TRUEWALL VINYL SIDING		77/020,528	USA
VARIFORM TRUEWALL VINYL SIDING		1324921	Canada
MW MANUFACTURERS INC.			
FREEDOM	2,777,696	76/469756	USA
JEFFERSON	1,865,281	74/054644	USA
JEFFERSON and design	1,865,280	74/054608	USA
MIMS & THOMAS	1,543,547	73/717061	USA
MW and design	1,542,227	73/697347	USA
MW	2,367,605	75/542630	USA
THE FREEDOM WINDOW	1,548,316	73/764264	USA
TWINSEAL	1,540,495	73/717062	USA
UNITY	2,718,016	76/334204	USA
V-WOOD	2,018,918	74/709800	USA
MW CLASSIC	2,973,968	78/314884	USA
PATRIOT	2,980,481	76/553369	USA
THE SMART CHOICE	2,973,969	78/314886	USA
TWINSEAL	2,979,404	78/315621	USA
TWINSEAL	2,995,933	78/329891	USA
A GREAT REFLECTION ON YOU MIRA		77383035	USA
MIRA		77381661	USA
NEW ALENCO WINDOW, LTD.			
BUILDER'S VIEW	2,276,324	75/197,559	USA
ALENCO	3,001,970	78/476,151	USA
ALENCO	3,001,970	76/4/0,131	USA
NEW GLAZING INDUSTRIES, LTD. POWERPANE	3326007	78/581,381	USA
POWERPANE POWERPANE and design	3330891	78/581,403	USA
			USA
SUPEROWERPANE	3326008	78/581,388	
SUPERPOWERPANE and design	3336103	78/581,420	USA
ALCOA HOME EXTERIORS, INC. STRUCTURE	3,065,054	79/264001	TICA
		78/364081	USA
SILVERCREEK*	3,136,908	78500706	USA
DREAMCOLOR* HOMECREST	3,172,208 TMA421 504	78504256	USA CANADA
HOMECREST HOMECREST	TMA421,594 1,521,515	73/693318	USA
AMERICANPRIDE	1,654,910	74/076940	USA
		1 14/11/11/41/	1 LL3A

(a) Trademark	Registration No.	Serial No.	Country
T-LOK	809,118	72/224225	USA
MASTIC	TMA360,320		CANADA
MASTIC & DESIGN	814,264	72/193883	USA
MASTIC & DESIGN	1,541,539	73/653109	USA
MASTIC	3,409,224	78/947544	USA
VINTAGE	1,269,215	73/406760	USA
VINTAGE SHUTTERS & DESIGN	TMA316049		CANADA
BARKWOOD	TMA202,387		CANADA
BARKWOOD	1,743,155	74/137543	USA
CELLWOOD	973,219	72/432118	USA
CELLWOOD	2,647,276	78/045077	USA
DURANYL	TMA212,129		CANADA
DURANYL	854,477	72/288221	USA
VENT-A-RIDGE	691,682	72//076403	USA
ALUMALURE	684,633	72/065209	USA
BRENTWOOD	1,685,342	74/169895	USA
MANOROAK	1,663,443	74/147381	USA
A+	1,761,320	74/290742	USA
LAKEFOREST	TMA430,415		CANADA
VENT-A-STRIP	TMA130,333		CANADA
DUTCHOAK*	2,323,674	75/598640	USA
PRO-TECH	1,744,553	74/278132	USA
PRO-BEAD	1,863,730	74/457300	USA
TRADEMARKCG	1,966,088	74/432202	USA
PRO-SELECT	1,889,291	74/433770	USA
MEADOWBROOK	1,912,542	74/510193	USA
LIBERTYELITE	1,956,838	74/516506	USA
ALCOAMASTERCONTRACTOR	2,044,874	74/691100	USA
MASTICQUALITYCONTRACTOR	2,044,947	74/703365	USA
MILLCREEK	2,078,125	75/072056	USA
CARVEDWOOD	2,093,897	75/180456	USA
PERFORMANCEMETALS	2,239,926	75/345612	USA
QUEST	2,293,582	75/453233	USA
QUESTSERIES	2,288,264	75/453234	USA
GRANDSIERRA	2,339,218	75/487164	USA
TRI-LINEARRIGIDITY	2,346,212	75/608483	USA
T3LOK	2,316,344	75/608485	USA
T3SYSTEM	2,367,868	75/608484	USA
TORNADO-TOUGHNAILHEM	2,344,955	75/608481	USA
THEPOWEROFALCOA	2,527,392	76/236290	USA
ENDURINGELEGANCE	2,534,761	75/913200	USA
ENDURINGELEGANCE ENDURINGELEGANCE	2,593,059	78/045147	USA
CLASSICLIVINGCOLLECTION	2,716,534	78/019945	USA
ALUMA-GUARD	2,580,344	78/017652	USA
ALUMA-GUARDPLUS	2,596,027	78/017656	USA
CEDARDISCOVERY	2,644,492	78/017656	USA
EVOLUTION*	3,230,376	78/019549	USA
HIGHLANDFALLS	2,583,847	78/028540	USA
PREMIUMDESIGN.PROVENPERFORMA	2,534,983	78/028539	USA
E-MAGINE	2,783,585	76/215089	USA
E-MAGINE EVOLUTIONS	2,622,327	78/045140	USA
PROGRESSIONS		78/045140	USA
DIMENSIONSBEADED	2,626,666 2,619,024	78/045861	USA
	· · ·		
T2LOK	2,638,643	76/229519	USA
KNOWLEDGEWORKX	2,694,163	78/095945	USA
PROTRAIN	2,757,521	78/095946	USA
LIBRARYOFLEARNING	2,768,457	78/095947	USA

(a) <i>Trademark</i>	Registration No.	Serial No.	Country
HOUSEWORKX	2,957,871	78/107586	USA
SUCCESSLINKX	2,745,197	78/107585	USA
SMARTCLOSE	2,768,230	78/111304	USA
SMARTVIEW	2,770,135	76/407804	USA
ROOFOVERVENT-A-RIDGE	2,729,233	78/143302	USA
ULTRATS	2,846,571	78/157789	USA
DIMENSIONS	2,789,875	78/161325	USA
CHARLESTONBEADEDCOLLECTION	2,814,252	78/173925	USA
SILHOUETTECLASSIC	2,802,570	78/224730	USA
STUDIOA	2,974,081	78/321400	USA
ALUMA-PERF	3,090,919	78/243325	USA
LEAFRELIEF	2,911,772	78/246093	USA
BESTLINE	2,568,598	76/058143	USA
E-ZBLOCK	TMA400,012		CANADA
E-ZBLOCK	1,534,322	73/723049	USA
J-BLOCK	TMA360,316		CANADA
J-BLOCK	1,535,320	73/723132	USA
RICHWOOD	1,869,612	74/475695	USA
RICHWOOD	1,908,481	74/545472	USA
OASIS*		1242512	CANADA
OASIS*	3,090,994	78/321387	USA
VENTURA	2,979,287	78/304328	USA
ENVOY		78/926,621	USA
ENDURANCE		78/926,643	USA
STRUCTURE	3065054	78364081	USA
PEFORMANCE METALS	2239926	75345612	USA
CWD:			
CDM	TMA387359	0661275	CANADA
CHARCTERISTIC DEPENDENT MANUFACTURING	TMA396624	0661421	CANADA
ENVIROGLASS	TMA456677	0774598	CANADA
HOUSE IN TRIANGLE DESIGN	TMA473140	0806042	CANADA
LOCK-TILT	TMA456676	0774595	CANADA
TRIPANE2 & DESIGN	TMA267901	0464575	CANADA

PLY GEM PACIFIC WINDOWS CORPORATION

Trademark	Registration No.	Serial No.	Country
ACCU-QUOTE	2,821,765	78/142,725	U.S.
WINDOW SOLUTIONS	2976350	75/640415	U.S.
ARCHITECTURAL SHAPES	1995364	74/714856	U.S.
BELLEVUE	2507811	75/790430	U.S.

PLY GEM INDUSTRIES, INC.

Trademark	Registration No.	Serial No.	Country
BUILDING PRODUCTS. BUILDING SUCCESS		77371809	USA

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INDUSTRIAL DESIGN REGISTRATIONS:

KROY BUILDING PRODUCTS, INC.

Title	Registration No.	Serial No.	Country
FENCE PLANK	85255		CANADA

Doc#: US1:5236231v3

Schedule C to IP Intellectual Property

(Copyrights)

OWNER	REGISTRATION NUMBER	TITLE
Variform, Inc.	Txu 902-412	INVRVMIO
Alcoa Home Exteriors, Inc.	Tx 6-199-054	Coil Box
Ply Gem Industries, Inc.	TX2123375	Ply-Gem pre-finished solid wood planking
Ply Gem Industries, Inc.	VAu194847	Ply-Gem revolving planking display
Ply Gem Industries, Inc.	VAu195386	Ply-Gem Idea center
Ply Gem Industries, Inc.	VAu195387	Ply-Gem idea center : unit A
Great Lakes Window, Inc.	TX2193311	The Premier patio door
CWD Windows and Doors, Inc.	1019454 (Canada)	House in Triangle Design

Copyright Licenses

- 1. Software License Agreement between CWD Windows and Doors and Infinium.
- 2. Software License Agreement between Great Lakes Window, Inc. and Friedman Corporation.
- 3. Software License Agreement between Variform, Inc. and Oracle.
- 4. Software License Agreement between Variform, Inc. and Microsoft.
- 5. License Agreement dated September 15, 1993 between MW Manufacturers Inc. ("MW") and PPG Industries, Inc. ("PPG") with respect to Intercept technology.
- 6. License Agreement dated November 8, 1994 between Patriot Manufacturing, Inc. ("<u>Patriot</u>", now merged into MW) and PPG with respect to Intercept technology.
- 7. License agreement between MW and Kronos, Inc., dated December 1, 1999.

Doc#: US1:5236231v3

- 8. Order Form Schedule (Conversion) Software License, Services and Maintenance Agreement dated May 17, 2007 between MW Manufacturers Inc and Oracle replacing Software License, Services and Maintenance Agreement dated January 30, 1998 between MW and JD Edwards World Solutions Company. Agreement amended 11/28/07 to apply to MW, Alenco, Ply Gem Pacific, and Great Lakes Window.
- 9. Program Product License dated July 24, 1996 between Patriot (now merged into MW) and Friedman Corporation.
- 10. Software License Agreement dated October 10, 2000 between MW and Vertex, Inc.
- 11. Software, Support and License Agreement s between eTechLogix (now 20-20 Technologies). Four agreements for software modules dated November, 13, 2001, May 1, 2002, January 14, 2003, and April 15, 2004.
- 12. Software Support Agreement effective July 1, 2003 between Patriot (now merged into MW) and PMC Software, Inc. (Helpmate Agreement).
- 13. Software License Agreement dated May 17, 1999 between Patriot (now merged into MW) and Glass Equipment Development (GED).
- 14. Software License Agreement between Variform, Inc. and Redwood software.
- 15. Software License Agreement between Variform, Inc. and Optio software.
- 16. Software License Agreement between Variform, Inc. and Winframe software.
- 17. Software License Agreement dated January 12, 2005 between MW Manufacturers Inc. and PMC Software.
- 18. Software License Agreement, dated March 18, 2004 between Ply Gem Industries, Inc. and Hyperion Enterprise.
- 19. Software License Agreement, dated October 28, 2005 between Ply Gem Industries, Inc. and EDGAR-filings Ltd.
- 20. Software License Agreement, dated June 18, 2001, between Alenco and Vertex, Inc.
- 21. Software License Agreement, dated October 31, 1997, as amended, between Reliant Building Products and JD Edwards World Solutions Company.
- 22. Software License Agreement between Alenco and Quandrant software.

- 23. Software License Agreement, dated November 2, 2007, between Ply Gem Industries and WTS Paradigm, LLC. Amended 5/15/08 to define Ply Gem Industries as MW, Alenco, Ply Gem Pacific, and Great Lakes Window.
- 24. License Agreement between Alenco and Kronos software.
- 25. Software and Service License Agreement between Alenco and AIG.
- 26. Software License Agreement between Alenco and Gate software.
- 27. Software License Agreement between Alenco and FreeStone software.
- 28. Software License Agreement between Great Lakes Window, Inc and Glass Equipment Development (GED).
- 29. Software License Agreement between Great Lakes Window, Inc and Automatic Data Processing, Inc. (ADP).
- 30. Software License Agreement between Great Lakes Window, Inc. and Microsoft.

PLY GEM PACIFIC WINDOWS CORPORATION

IP Licenses:

- 1. Intellectual Property License Agreement, effective as of January 17, 2008, by and between Ply Gem Pacific Windows Corporation and MI Windows and Doors, Inc., as amended April 28, 2008.
- 2. Trademark License Agreement, effective as of September 30, 2007, by and between Ply Gem Pacific Windows Corporation and CertainTeed Corporation, as amended January 17, 2008 and April 28, 2008.
- 3. Compound Supply Agreement effective as of September 30, 2007, by and between Ply Gem Pacific Windows Corporation (as successor to CertainTeed Pacific Windows Corporation) and CertainTeed Corporation.

Copyright Licenses:

- 1. Raining Data Software License Agreement, by and between Raining Data Corporation, licensed through Zumasys, Inc., and Ply Gem Holdings for Pacific Windows Corporation Auburn and Sacramento locations.
- 2. Program Product License Agreement, dated as of December 26, 2000, between Friedman Corporation and Ply Gem Pacific Windows Corporation. Amended to

- include Program Product License formerly between Friedman and CertainTeed Corporation dated May 28, 1999.
- 3. GED Software License Agreement, by and between Glass Equipment Development, Inc. and Ply Gem Pacific Windows Corporation Auburn, WA; Ply Gem Pacific Windows Corporation Corona, CA; Ply Gem Pacific Windows Corporation West Sacramento, CA.
- 4. Software License Agreement between TDCI and Ply Gem Pacific Windows Corp.
- 5. Software License Agreement between Ply Gem Pacific Windows Corp. and Microsoft.
- 6. Intellectual Property License Agreement, effective as of January 17, 2008, by and between Ply Gem Pacific Windows Corporation and MI Windows and Doors, Inc., as amended April 28, 2008.
- 7. Trademark License Agreement, effective as of September 30, 2007, by and between Ply Gem Pacific Windows Corporation and CertainTeed Corporation, as amended January 17, 2008 and April 28, 2008.
- 8. Compound Supply Agreement, effective as of September 30, 2007, by and between Ply Gem Pacific Windows Corporation (as successor to CertainTeed Pacific Windows Corporation) and CertainTeed Corporation.

ALCOA HOME EXTERIORS, INC.—Software Licenses

- 1. Adaptec Software License Agreement (Single User, Non-Networked Applications)
- 2. HomeSite Software License Agreement
- 3. American Power Conversion Corporation—Software License Agreement
- 4. Digital Computations, Inc. Per-User Software License Agreement
- 5. Advisory and Statement on Limitations of Warranty and Liability for Automated TRI Reporting Software 98- EULA
- 6. Seagull Scientific Software License Agreement
- 7. ESRI License Agreement
- 8. Broderbund Software License
- 9. End-User License Agreement for Stomp Software
- 10. Ulead Software License Agreement
- 11. End User Agreement- Card Scanner-EULA
- 12. ColdFusion® Server Software License Agreement
- 13. ComponentOne-EULA End User License Agreement
- 14. Corel Draw Graphics Suite 12 End User License Agreement
- 15. All Corel Products End User License Agreement
- 16. DameWare Development LLC License Agreement
- 17. DynamiCube License Agreement
- 18. Design Space End User License Agreement

- 19. Direct CD End User Licensing Agreement
- 20. DVDExpress End User License Agreement
- 21. Ericom PowerTerm 6.4 End User License Agreement
- 22. Adobe Illustrator End User License Agreement
- 23. Adobe ImageReady End User License Agreement
- 24. iNet Tools End User License Agreement
- 25. Infortel End User License Agreement
- 26. Infragistics Ultra Suite End User License Agreement
- 27. Infragistics Ultra Grid End User License Agreement
- 28. Infragistics Ultra Office End User License Agreement
- 29. Infragistics Ultra ToolBars End User License Agreement
- 30. Legi for Windows End User License Agreement
- 31. Liquid Player End User License Agreement
- 32. Macromedia Dreamweaver 2 End User License Agreement
- 33. Macromedia Dreamweaver End User License Agreement
- 34. Macromedia Studio End User License Agreement
- 35. End User Software License Agreement for Merant PVCS Products
- 36. Merant PVCS Series 6.7 End User License Agreement
- 37. End User License Agreement for Microsoft Software,
- 38. Wasp Bar Code Technologies Software License Agreement
- 39. Crystal Reports Standard, Professional and Developer License Agreement
- 40. End User License Agreement for Techsmith Software-DubIt
- 41. Macromedia Software End User License Agreement- Robo Demo
- 42. License Agreement—Carbon Copy 32
- 43. TechSmith Camtasia Player End User License Agreement
- 44. Ultra Edit License Agreement
- 45. Nero 6.0 End User License Agreement
- 46. NetManage End User License Agreement
- 47. PacketGrabber End User License Agreement
- 48. OrgPlus End User License Agreement
- 49. Pitney Bowes SmartMailer End User License Agreement
- 50. Pixela Image Mixer End User License Agreement
- 51. Plextor Manager End User License Agreement
- 52. Power Term 6.4 License Agreement
- 53. Print Server Card AR-NC5J End User License Agreement
- 54. Quick Sync iomega End User License Agreement
- 55. RoboHTML End User License Agreement; Blue Sky Software License Agreement
- 56. Seagate Backup Exec End User License Agreement
- 57. Seagate Crystal Reports 6.0 Pro End User License Agreement
- 58. Seagate Crystal Reports End User License Agreement
- 59. Seagate Info 7 End User License Agreement
- 60. Seagate ManageExec End User License Agreement
- 61. Seagull License Server End User License Agreement
- 62. Sharp Digital Multifunction System End User License Agreement

- 63. Sharp Digital Multifunction System AR-550/620/700 Series End User License Agreement
- 64. Sharp PS3 Expansion Kit AR-PK5 End User License Agreement
- 65. Sharpdesk V3.2 Network Scanner Utilities End User License Agreement
- 66. SawZIP End User License Agreement
- 67. Smart Board End User License Agreement
- 68. Snapit End User License Agreement, TechSmith Software License Agreement
- 69. Snagit End User License Agreement, TechSmith Software License Agreement
- 70. Sony CD-RW End User License Agreement
- 71. SPC XL 2000 End User License Agreement
- 72. Streets and Trips 05 End User License Agreement
- 73. TextBridge Pro End User License Agreement
- 74. Toad 7.6 End User License Agreement
- 75. Toad Pro End User License Agreement
- 76. Toad Xpert End User License Agreement
- 77. True DB Grid Pro 5.0 Software Corporation License Agreement
- 78. True DB Gird Pro 6.0 Software Corporation License Agreement
- 79. TrueDB Grid 7.0 EULA—ComponentOne LLC License Agreement
- 80. Ulead Photo Impact End User License Agreement
- 81. Solutions Software Corporations, Videosoft Active X End User License Agreement
- 82. VSClient Universal End User License Agreement
- 83. WebTrends End User License Agreement
- 84. Wild Packets End User License Agreement
- 85. Windows Media 10 End User License Agreement
- 86. WinFax Pro End User License Agreement
- 87. WinHelp Office End User License Agreement
- 88. Micro2000-- Yearly Renewal for Microscope Diagnostic software
- 89. SAS Institute, Inc.-- Yearly Renewal for JMP 6.0 24 user license
- 90. ESRI-- Business Map Pro 3.5, Business Map Pro 3.5 -upgrade from ver 2 or 3, Business Map Pro 3.5 -upgrade from ver 1
- 91. Emetrix-- e-Pointer 1.2
- 92. Dame Ware Mini Remote Control License
- 93. EZ Recordkeeper Product License and Warranty Statement
- 94. Identatronics Inc. Software License
- 95. Integrated Design, The Time Bank License Agreement
- 96. Nero End User License Agreement
- 97. ScanSoft, Inc. End User License Agreement- OmniPage 15
- 98. GIS Customer Supplier Agreement for Smart Time
- 99. Visio Standard 2003 Mvl-D W95 Microsoft End User License Agreement
- 100. Wonderware License Modification Certificate 14958 and 14954
- 101. X-Rite Software License Agreement
- 102. Xara -- Xara Webstyle 3 and 4
- 103. Weber-- Leber LegiWin
- 104. Avery Photo ID System End User License Agreement
- 105. BARTENDER PRO 7.7 M53 CD

- 106. Dame Ware Mini Remote Control License
- 107. Bartender End User License Agreement—Seagull Scientific
- 108. Supplemental End User License Agreement for Microsoft Internet Explorer 5.0
- 109. Hunter Labs—Universal Software v4.10 Software License Agreement
- 110. Tri-Data- IDMate, Flowlink

RECORDED: 06/08/2009