

TRADEMARK ASSIGNMENT

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
Sunrise Windows, LLC		12/14/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3241677	
Registration Number:	1968408	
Registration Number:	3145524	A VIEW THAT WORKS
Registration Number:	3718439	ESSENTIALS
Registration Number:	3579836	OMEGA 12
Registration Number:	3020110	RESTORATIONS BY SUNRISE
Registration Number:	2994921	SMARTTRIM
Registration Number:	3143800	SUNBLINDS
Registration Number:	1961094	SUNRISE
Registration Number:	3077648	SUNSAFE
Registration Number:	3394302	THE DIFFERENCE IS CLEAR!
Registration Number:	3086440	ULTRA-U
Registration Number:	3145523	VANGUARD
Registration Number:	3665847	VERDE

CH \$540.00 3241677

900178795

TRADEMARK
REEL: 004433 FRAME: 0823

Registration Number:	3665848	VERDE PLANNING FOR TOMORROW... TODAY
Serial Number:	85011510	HAART VALVE
Serial Number:	85010650	OPTIVIEW
Serial Number:	85011441	RESTORATIONS
Serial Number:	85010505	SOLARCLEAN
Serial Number:	85010615	SUNBLINDS
Serial Number:	85011460	ULTRA-U

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: Cadwell.Jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
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ATTORNEY DOCKET NUMBER:	M218846
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	12/15/2010

Total Attachments: 3
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 14, 2010, by and from SUNRISE WINDOWS, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Grantee").

WHEREAS, the Grantor, the Lenders, and the Grantee have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor, the Lenders, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 14, 2010, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.



SUNRISE WINDOWS, LLC

By: 
Name: Erik Holmsee
Title: Vice President

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark Registrations:

Mark	Reg. No.	Reg. Date	Country
	3,241,677	5/15/2007	United States
	1,968,408	4/16/1996	United States
A VIEW THAT WORKS	3,145,524	9/19/2006	United States
ESSENTIALS	3,718,439	12/1/2009	United States
OMEGA 12	3,579,836	2/24/2009	United States
RESTORATIONS BY SUNRISE	3,020,110	11/29/2005	United States
SMARTTRIM	2,994,921	9/13/2005	United States
SUNBLINDS	3,143,800	9/12/2006	United States
SUNRISE	1,961,094	3/5/1996	United States
SUNSAFE	3,077,648	4/4/2006	United States
THE DIFFERENCE IS CLEAR!	3,394,302	3/11/2008	United States
ULTRA-U	3,086,440	4/25/2006	United States
VANGUARD	3,145,523	9/19/2006	United States
VERDE	3,665,847	8/11/2009	United States
VERDE PLANNING FOR TOMORROW...TODAY	3,665,848	8/11/2009	United States

Trademark Applications:

Mark	Serial No.	Filing Date	Country
HAART VALVE	85/011,510	4/12/2010	United States
OPTIVIEW	85/010,650	4/9/2010	United States
RESTORATIONS	85/011,441	4/12/2010	United States
SOLARCLEAN	85/010,505	4/9/2010	United States
SUNBLINDS	85/010,615	4/9/2010	United States
ULTRA-U	85/011,460	4/12/2010	United States