

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Proplastix International, Inc.		01/18/2013	CORPORATION: FLORIDA
MIWD Holding Company LLC		01/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
HomeRite Improvements, Inc.		01/18/2013	CORPORATION: FLORIDA
General Aluminum Holdings, LLC		01/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
General Aluminum Company of Texas, LP		01/18/2013	LIMITED PARTNERSHIP: TEXAS
General Aluminum Corporation		01/18/2013	CORPORATION: DELAWARE
General Aluminum Sales & Service, L.L.C.		01/18/2013	LIMITED LIABILITY COMPANY: TEXAS
MI Windows and Doors, Inc.		01/18/2013	CORPORATION: CALIFORNIA
MI Transportation, Inc.		01/18/2013	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	25 South Charles Street
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21201
<b>Entity Type:</b>	Agent: UNITED STATES

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Serial Number:	77050087	PROFESSIONAL
Serial Number:	76692629	BRIDGEWOOD IF ONLY WOOD COULD BE THIS GOOD
Serial Number:	76627421	STORMARMOR
Serial Number:	76614372	XACT
Serial Number:	76614369	BETTERBILT

OP \$865.00 77050087

Serial Number:	76614089	MI WINDOWS AND DOORS
Serial Number:	76612986	BB
Serial Number:	76612985	CUSTOMER CARE
Serial Number:	76610958	CAPITOL
Serial Number:	75793495	INSIGHT
Serial Number:	73624048	CAPITOL
Serial Number:	74385578	DEVON WINDOWS
Serial Number:	85178135	EZ FIT
Serial Number:	78132365	NEWBRIDGE
Serial Number:	77825598	E-\$AVER ECONOMICAL AND ENERGY EFFICIENT
Serial Number:	77905746	ECO WINDOWS AND DOORS
Serial Number:	76564576	MI WINDOWS AND DOORS
Serial Number:	78291930	PRO*AIRE
Serial Number:	75549076	AIRE SUPERIORITY
Serial Number:	73810869	US AIRE
Serial Number:	73451200	MI
Serial Number:	72395744	METALAIRE
Serial Number:	76586957	PROPLASTIX
Serial Number:	76586956	PROPLASTIX
Serial Number:	77352359	HOMERITE
Serial Number:	77352326	HOMERITE WINDOWS AND DOORS
Serial Number:	77013261	HOMERITE IMPROVEMENTS
Serial Number:	77013247	HOMERITE
Serial Number:	85517997	HOMERITE RENEW YOUR COMFORT
Serial Number:	85517990	RENEW YOUR COMFORT
Serial Number:	85648191	SPLENDOR
Serial Number:	85648188	TRIGUARD
Serial Number:	85606224	COMFORTEK
Serial Number:	76577151	GENERAL ALUMINUM

**CORRESPONDENCE DATA**

Fax Number: 2158325619

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: Pecsénye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

**TRADEMARK**  
**REEL: 004949 FRAME: 0186**

Address Line 1: One Logan Square  
Address Line 2: 8th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 106896-01013

NAME OF SUBMITTER: Timothy D. Pecsénye

Signature: /Timothy D. Pecsénye/

Date: 01/25/2013

**Total Attachments: 10**

source=Confirmatory Grant IP#page1.tif  
source=Confirmatory Grant IP#page2.tif  
source=Confirmatory Grant IP#page3.tif  
source=Confirmatory Grant IP#page4.tif  
source=Confirmatory Grant IP#page5.tif  
source=Confirmatory Grant IP#page6.tif  
source=Confirmatory Grant IP#page7.tif  
source=Confirmatory Grant IP#page8.tif  
source=Confirmatory Grant IP#page9.tif  
source=Confirmatory Grant IP#page10.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Agreement") made as of this 18<sup>th</sup> day of January, 2013 by MIWD HOLDING COMPANY LLC, a Delaware limited liability company, HOMERITE IMPROVEMENTS, INC., a Florida corporation, GENERAL ALUMINUM HOLDINGS, LLC, a Delaware limited liability company, GENERAL ALUMINUM COMPANY OF TEXAS, LP, a Texas limited partnership, GENERAL ALUMINUM CORPORATION, a Delaware corporation, GENERAL ALUMINUM SALES & SERVICE, L.L.C., a Texas limited liability company, MI WINDOWS AND DOORS, INC., a California corporation, MI TRANSPORTATION, INC., a Florida corporation, and PROPLASTIX INTERNATIONAL, INC., a Florida corporation (collectively, the "Grantors" and each individually referred to as a "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as administrative agent and collateral agent (in such capacity "Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantors (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Agent and Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents," respectfully), together with any reissues, continuations or extensions

thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks or Patents without prior written consent of Agent.


4. Rights and Remedies; Power of Attorney. Each Grantor hereby covenants and agrees that, upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent, as the holder of a security interest under the Uniform Commercial Code for the benefit of Lenders, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, in connection with the Trademarks and/or Patents covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks and/or the Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or the Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or the Patents to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until the Loan Agreement has been terminated and all of the Obligations, other than unasserted and unknown contingent indemnification obligations and obligations in respect of Bank Products thereunder, have been paid and performed in full.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

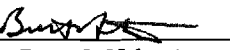
**MIWD HOLDING COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

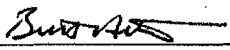
**HOMERITE IMPROVEMENTS, INC.,**  
a Florida corporation

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

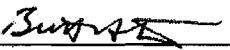
**MI TRANSPORTATION, INC.,**  
a Florida corporation

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

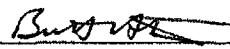
**MI WINDOWS AND DOORS, INC.,**  
a California corporation

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

**PROPLASTIX INTERNATIONAL, INC.,**  
f/k/a MI Plastics, Inc.,  
a Florida corporation

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

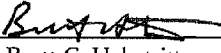
**GENERAL ALUMINUM CORPORATION,**  
a Delaware corporation

By:   
Name: Brett C. Habstritt

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

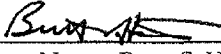
Title: Vice President, Treasurer and Secretary

**GENERAL ALUMINUM SALES & SERVICE,  
L.L.C.,**  
a Texas limited liability company

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and Secretary

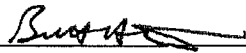
**GENERAL ALUMINUM HOLDINGS, LLC,**  
a Delaware limited liability company

By: General Aluminum Corporation, a Delaware  
corporation, its sole member

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and  
Secretary

**GENERAL ALUMINUM COMPANY OF  
TEXAS, LP,**  
a Texas limited partnership

By: General Aluminum Corporation, a Delaware  
corporation, its general partner

By:   
Name: Brett C. Habstritt  
Title: Vice President, Treasurer and  
Secretary

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Minnesota : SS  
COUNTY OF Hennepin :

On this 31 of Dec, 2012 before me personally appeared Brett Habonitt, to me known and being duly sworn, deposes and says that (s)he is authorized to sign on behalf of MIWD HOLDING COMPANY LLC, HOMERITE IMPROVEMENTS, INC., GENERAL ALUMINUM HOLDINGS, LLC, GENERAL ALUMINUM COMPANY OF TEXAS, LP, GENERAL ALUMINUM CORPORATION, GENERAL ALUMINUM SALES & SERVICE, L.L.C., MI WINDOWS AND DOORS, INC., MI TRANSPORTATION, INC., and PROPLASTIX INTERNATIONAL, INC., that (s)he signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and (s)he desires the same to be recorded as such.

Monica Rae Stone  
Notary Public  
My Commission Expires: 1-31-15



[Notary Acknowledgment – Confirmatory Grant of Security Interest in Intellectual Property]



SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Owner</u> <b>TRADEMARKS</b>	<u>Serial #</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
MI Windows and Doors, Inc.	77050087	PROFESSIONAL	11/22/2006	3627472	5/26/2009
MI Windows and Doors, Inc.	76692629	BRIDGEWOOD IF ONLY WOOD COULD BE THIS GOOD	09/08/2008	3681833	09/15/2009
MI Windows and Doors, Inc.	76627421	STORMARMOR	01/10/2005	3240247	05/08/2007
MI Windows and Doors, Inc.	76614372	XACT	10/01/2004	3177498	11/28/2006
MI Windows and Doors, Inc.	76614369	BETTERBILT	10/01/2004	3233969	04/24/2007
MI Windows and Doors, Inc.	76614089	MI WINDOWS AND DOORS	09/28/2004	3149233	09/26/2006
MI Windows and Doors, Inc.	76612986	BB	9/20/2004	3069851	03/21/2006
MI Windows and Doors, Inc.	76612985	CUSTOMER CARE	9/20/2004	3177494	11/28/2006
MI Windows and Doors, Inc.	76610958	CAPITOL	09/08/2004	3151355	10/03/2005
MI Windows and Doors, Inc.	75793495	INSIGHT	09/07/1999	2663707	12/17/2002
MI Windows and Doors, Inc.	74385578	DEVON WINDOWS	05/03/1993	1882959	03/07/1995
MI Windows and Doors, Inc.	73624048	CAPITOL	10/03/1986	1439817	05/19/1987
MI Windows and Doors, Inc.	85178135	EZ FIT	11/16/2010		
MI Windows and Doors, Inc.	78132365	NEWBRIDGE (STYLIZED)	05/31/2002	2793042	12/9/2003
MI Windows and Doors, Inc.	77825598	E-\$AVER ECONOMICAL AND	09/14/2009	4024427	09/13/2011

		ENERGY EFFICIENT			
MI Windows and Doors, Inc.	77905746	ECO WINDOWS AND DOORS DESIGN	01/06/2010	3942752	04/12/2011
MI Home Products, Inc.	76564576	MI WINDOWS AND DOORS	11/26/2003	3318963	10/23/2007
Metal Industries, Inc.	78291930	PRO*AIRE	08/25/2003	3093849	05/16/2006
Metal Industries, Inc.	75549076	AIRE SUPERIORITY	09/04/1998	2303904	12/28/1999
Metal Industries, Inc.	73810869	US AIRE	07/05/1989	1595184	05/08/1990
Metal Industries, Inc.	73451200	MI	11/04/1983	1333106	04/30/1985
Metal Industries, Inc.	72395744	METALAIR	06/24/1971	0976802	1/15/1974
Proplastix International, Inc.	76586957	PROPLASTIX	08/15/2004	3230200	04/17/2007
Proplastix International, Inc.	76586956	PROPLASTIX	04/15/2004	3230199	04/17/2007
Homerite Improvements, Inc.	77352359	HOMERITE	12/14/2007	3623963	05/19/2009
Homerite Improvements, Inc.	77352326	HOMERITE WINDOWS AND DOORS	12/14/2007		Published for opposition 05/13/2008
Homerite Improvements, Inc.	77013261	HOMERITE IMPROVEMENTS	10/04/2006	3412087	04/15/2008
Homerite Improvements, Inc.	77013247	HOMERITE	10/04/2006	3392396	03/04/2008
Homerite Improvements, Inc.	85517997	HOMERITE RENEW YOUR COMFORT DESIGN	01/17/2012		
Homerite Improvements, Inc.	85517990	RENEW YOUR COMFORT	06/19/2012		
Homerite Improvements, Inc.	85648191	SPLENDOR	06/11/2012		
Homerite Improvements, Inc.	85648188	TRIGUARD	06/11/2012		
Homerite Improvements, Inc.	85606224	COMFORTEK	04/24/2012		
General Aluminum Company	76577151	General Aluminum (stylized)	02/23/2004	□ 2996604	09/20/2005

of Texas LP

Logos



*Seeing You Through.*



SCHEDULE II

PATENT REGISTRATIONS

None.