

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Napco, Inc.		01/30/2014	CORPORATION: 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: 27			
Property Type	Number	Word Mark	
Registration Number:	2947787	AMERICAN 76 BEADED	
Registration Number:	3102942	AMERICAN ACCENTS	
Registration Number:	1895104	AMERICAN COMFORT	
Registration Number:	3929543	AMERICAN ESSENCE	
Registration Number:	2457106	AMERICAN HERALD	
Registration Number:	2169432	AMERICAN HERALD	
Registration Number:	2464580	AMERICAN SPLENDOR	
Registration Number:	2997354	AMERICAN SPLENDOR XL	
Registration Number:	2940998	ANCHOR LOCK	
Registration Number:	2693580	CEDAR SELECT	
Registration Number:	3093080	DURABUILT	
Registration Number:	2940218	DURAPRO	
Registration Number:	2895797	ELUSIVENT	
Registration Number:	1137575	MONTICELLO	
Registration Number:	912193	NAPCO	
Registration Number:	1687554	NAPCO	
Registration Number:	3071793	POWER LOCK	
Registration Number:	2989475	PROVIDENCE	
Registration Number:	2893609	RIGIDMASTER	
Registration Number:	2468449	RIGITUCK	
TRADEMARK			

OP \$690.00 2947787

Property Type	Number	Word Mark
Registration Number:	1868312	SUNNYBROOK
Serial Number:	86055869	TIMBER PLANK
Registration Number:	4354559	TRIAD PLUS
Registration Number:	2921791	TUCKTIGHT
Registration Number:	2605289	WHAT THE BEST HOMES ARE WEARING
Registration Number:	2495084	WHAT THE BEST HOMES ARE WEARING
Registration Number:	2635868	XACT-FIT

CORRESPONDENCE DATA

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39312
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	03/11/2014

Total Attachments: 4

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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 January 30, 2014, is made by Napco, Inc. (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*”) have 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 Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2014, among the Grantor, the Parent, Subsidiaries of the Parent party thereto, and the Collateral Agent (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 has 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 has 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.

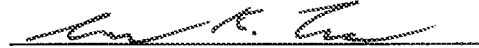
Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement dated as of January 30, 2014, among UBS AG, Stamford Branch, as Revolving Facility Collateral Agent referred to therein; Credit Suisse AG, as Term Facility Collateral Agent referred to therein; Ply Gem 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.

NAPCO, INC.

By:



Name: Shawn K. Poe

Title: Vice President and Secretary

[Signature Page - Intellectual Property Collateral Agreement]

SCHEDULE B

TRADEMARKS

GRANTOR	MARK NAME	CTRY	APPL NO	APPL DATE	REG NO	REG DATE
Napco, Inc.	AMERICAN 76 BEADED	US	78/315,618	10/20/2003	2,947,787	05/10/2005
Napco, Inc.	AMERICAN ACCENTS	US	78/314,096	10/15/2003	3,102,942	06/13/2006
Napco, Inc.	AMERICAN COMFORT	US	74/502,947	03/21/1994	1,895,104	05/23/1995
Napco, Inc.	AMERICAN ESSENCE	US	77/840,124	10/02/2009	3,929,543	03/08/2011
Napco, Inc.	AMERICAN HERALD	US	75/942,371	03/13/2000	2,457,106	06/05/2001
Napco, Inc.	AMERICAN HERALD	US	75/290,530	05/12/1997	2,169,432	06/30/1998
Napco, Inc.	AMERICAN SPLENDOR	US	75/828,953	10/22/1999	2,464,580	06/26/2001
Napco, Inc.	AMERICAN SPLENDOR XL	US	78/386,833	03/18/2004	2,997,354	09/20/2005
Napco, Inc.	ANCHOR LOCK	US	78/312,614	10/13/2003	2,940,998	04/12/2005
Napco, Inc.	CEDAR SELECT	US	78/139,789	06/28/2002	2,693,580	03/04/2003
Napco, Inc.	DURABUILT	US	78/641,974	06/02/2005	3,093,080	05/16/2006
Napco, Inc.	DURAPRO	US	78/403,482	04/16/2004	2,940,218	04/12/2005
Napco, Inc.	ELUSIVENT	US	78/315,623	10/20/2003	2,895,797	10/19/2004
Napco, Inc.	MONTICELLO	US	73/164,436	03/31/1978	1,137,575	07/08/1980
Napco, Inc.	NAPCO	US	72/357,627	04/22/1970	912,193	06/08/1971
Napco, Inc.	NAPCO	US	74/159,058	04/22/1991	1,687,554	05/19/1992
Napco, Inc.	POWER LOCK	US	78/314,075	10/15/2003	3,071,793	03/21/2006
Napco, Inc.	PROVIDENCE	US	78/438,592	06/21/2004	2,989,475	08/30/2005
Napco, Inc.	RIGIDMASTER	US	78/320,974	10/30/2003	2,893,609	10/12/2004
Napco, Inc.	RIGITUCK	US	75/828,392	10/20/1999	2,468,449	07/10/2001
Napco, Inc.	SUNNYBROOK	US	74/398,064	06/07/1993	1,868,312	12/20/1994
Napco, Inc.	TIMBER PLANK	US	86/055,869	09/04/2013		
Napco, Inc.	TRIAD PLUS	US	85/383,089	07/28/2011	4,354,559	06/18/2013
Napco, Inc.	TUCKTIGHT	US	78/312,611	10/13/2003	2,921,791	01/25/2005
Napco, Inc.	WHAT THE BEST HOMES ARE WEARING	US	75/828,394	10/20/1999	2,605,289	08/06/2002
Napco, Inc.	WHAT THE BEST HOMES ARE WEARING	US	75/980,888	10/20/1999	2,495,084	10/02/2001
Napco, Inc.	XACT-FIT	US	75/708,013	05/17/1999	2,635,868	10/15/2002

TRADEMARK

RECORDED: 03/12/2014

REEL: 005235 FRAME: 0647