

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Variform, Inc.		01/30/2014	CORPORATION: MISSOURI
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:	2446720	ACCU-LOCK	
Registration Number:	2893542	ASHTON HEIGHTS	
Registration Number:	2460437	CAMDEN POINTE	
Registration Number:	2151221	CONTRACTOR'S CHOICE	
Registration Number:	3379431	CSL 600	
Registration Number:	3718582	CSL 600 EX	
Registration Number:	3718583	EPSULATION	
Registration Number:	3805712	HERITAGE CEDAR	
Serial Number:	86060204	HUNTINGTON COAST	
Registration Number:	4238864	NORTH RIDGE	
Registration Number:	2889330	NOTTINGHAM	
Registration Number:	2935109	PERMAHUE	
Registration Number:	2521484	PRO GUARD	
Registration Number:	2849573	SCENIC SCAPES	
Registration Number:	1595408	TIMBER OAK	
Registration Number:	4094506	TRIPLE BOW	
Registration Number:	3823802	TRIVENT	
Registration Number:	4179984	TRUEWALL TRUE TO YOU. TRUE TO YOUR CRAFT	
Registration Number:	3920434	UPRIGHT	
Registration Number:	1060712	VARIBEST	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2959378	VARIFORM
Registration Number:	1614886	VARIFORM
Registration Number:	2312507	VARIGRAIN PREFERRED
Registration Number:	2418431	VARITEK
Registration Number:	2504634	VICTORIA HARBOR
Registration Number:	4094507	VORTEX EXTREME
Registration Number:	4109802	WEATHER WARRIOR

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:	CRS1-39316
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 Variform, 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.

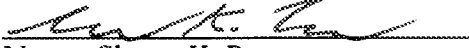
SECTION 6. Governing Law. This IP Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

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.

VARIFORM, 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
Variform, Inc.	ACCU-LOCK	US	75/467,987	04/14/1998	2,446,720	04/24/2001
Variform, Inc.	ASHTON HEIGHTS	US	78/315,612	10/20/2003	2,893,542	10/12/2004
Variform, Inc.	CAMDEN POINTE	US	75/828,393	10/20/1999	2,460,437	06/12/2001
Variform, Inc.	CONTRACTOR'S CHOICE	US	75/044,034	01/16/1996	2,151,221	04/14/1998
Variform, Inc.	CSL 600	US	78/747,664	11/04/2005	3,379,431	02/05/2008
Variform, Inc.	CSL 600 EX	US	77/748,714	06/01/2009	3,718,582	12/01/2009
Variform, Inc.	EPSULATION	US	77/748,739	06/01/2009	3,718,583	12/01/2009
Variform, Inc.	HERITAGE CEDAR	US	77/748,729	06/01/2009	3,805,712	06/22/2010
Variform, Inc.	HUNTINGTON COAST	US	86/060,204	09/10/2013		
Variform, Inc.	NORTH RIDGE	US	85/403,385	08/22/2011	4,238,864	11/06/2012
Variform, Inc.	NOTTINGHAM	US	78/314,115	10/15/2003	2,889,330	09/28/2004
Variform, Inc.	PERMAHUE	US	78/386,841	03/18/2004	2,935,109	03/22/2005
Variform, Inc.	PRO GUARD	US	75/476,165	04/28/1998	2,521,484	12/25/2001
Variform, Inc.	SCENIC SCAPES	US	78/184,967	11/14/2002	2,849,573	06/01/2004
Variform, Inc.	TIMBER OAK	US	73/832,916	10/23/1989	1,595,408	05/08/1990
Variform, Inc.	TRIPLE BOW	US	85/173,352	11/10/2010	4,094,506	01/31/2012
Variform, Inc.	TRIVENT	US	77/748,719	06/01/2009	3,823,802	07/27/2010
Variform, Inc.	TRUEWALL TRUE TO YOU. TRUE TO YOUR CRAFT. BY PLY GEM	US	85/106,902	08/13/2010	4,179,984	07/24/2012
Variform, Inc.	UPRIGHT	US	77/728,337	05/04/2009	3,920,434	02/15/2011
Variform, Inc.	VARIBEST	US	73/087,471	05/17/1976	1,060,712	03/08/1977
Variform, Inc.	VARIFORM	US	78/237,783	04/15/2003	2,959,378	06/07/2005
Variform, Inc.	VARIFORM	US	74/018,103	01/11/1990	1,614,886	09/25/1990
Variform, Inc.	VARIGRAIN PREFERRED	US	75/467,988	04/14/1998	2,312,507	01/25/2000
Variform, Inc.	VARITEK	US	75/734,356	06/22/1999	2,418,431	01/02/2001
Variform, Inc.	VICTORIA HARBOR	US	76/214,094	02/22/2001	2,504,634	11/06/2001
Variform, Inc.	VORTEX EXTREME	US	85/173,355	11/10/2010	4,094,507	01/31/2012
Variform, Inc.	WEATHER WARRIOR	US	85/173,362	11/10/2010	4,109,802	03/06/2012

TRADEMARK**RECORDED: 03/12/2014****REEL: 005235 FRAME: 0675**