

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINDOWS PRODUCTS, INC.		06/27/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL CORPORATION, AS AGENT		
Street Address:	375 PARK AVENUE		
Internal Address:	33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1951104	CASCADE	
Registration Number:	3904212	FRAMING LIFE'S MOMENTS	
Registration Number:	4020343	EC	
Registration Number:	4020344	EC	
Registration Number:	3580040	THERMALPRO	
Registration Number:	3580041	WINPRO	
Registration Number:	3786719	LBL WINDOWS	
Registration Number:	3704532	LBL WINDOWS & DOORS INTEGRITY · QUALITY ·	
Registration Number:	3575455	QUALITY FOR LIFE	
Registration Number:	3478746	PARAMOUNT WINDOWS	
Registration Number:	3751055	EMPIRE PACIFIC WINDOWS	
Registration Number:	3768095	EPW	
Registration Number:	3488366		
CORRESPONDENCE DATA			
Fax Number:	2138308743		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-680-6400		
TRADEMARK			

CH \$340.00 1951104

Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A LATHROP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: BINGHAM MCCUTCHEN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 0010973.370154

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 06/27/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2014, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Medley Capital Corporation (“Medley”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Senior Secured Credit Agreement, dated as of June 27, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties party thereto, the Term Lenders from time to time party thereto and Medley, as Agent for the Term Lenders, the Term Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Term Lenders and Agent to enter into the Credit Agreement and to induce the Term Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

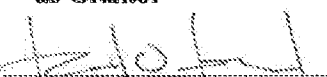
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 7. Subordination and Intercreditor. This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Subordination Agreement") dated as of June 27, 2014 among Window Products, Inc. (the "Company"), KWPI Holdings Corp. (collectively with the Company, the "Credit Parties"), Medley Capital Corporation and General Electric Capital Corporation ("Senior Agent"), to the indebtedness (including interest) owed by the Credit Parties pursuant to that certain Credit Agreement dated as of June 27, 2014 among the Credit Parties, Senior Agent and the lenders from time to time party thereto, as such Credit Agreement has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Subordination Agreement and to indebtedness refinancing the indebtedness under such agreements as permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINDOW PRODUCTS, INC.,
as Grantor

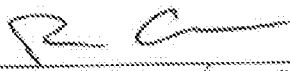
By: 
Name: Randal O. Emerson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005311 FRAME: 0200

ACCEPTED AND AGREED
as of the date first above written:

MEDLEY CAPITAL CORPORATION,
as Agent

By: 
Name: Richard T. Elliott
Title: CEO

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
Cascade	1,951,104	23-Jan-96	Window Products, Inc.
Framing Life's Moments	3,904,212	11-Jan-11	Window Products, Inc.
EC	4,020,343	30-Aug-11	Window Products, Inc.
EC+	4,020,344	30-Aug-11	Window Products, Inc.
Thermalpro	3,580,040	24-Feb-09	Window Products, Inc.
Winpro	3,580,041	24-Feb-09	Window Products, Inc.
LBL Windows	3,786,719	11-May-10	Window Products, Inc.
LBL Windows & Doors Integrity, Quality, Innovation	3,704,532	03-Nov-09	Window Products, Inc.
Quality For Life	3,575,455	17-Feb-09	Window Products, Inc.
Paramount Windows	3,478,746	05-Aug-08	Window Products, Inc.
Empire Pacific Windows	3,751,055	23-Feb-10	Window Products, Inc. (as successor-in-interest to Empire Pacific Windows Corp.)
EPW	3,768,095	30-Mar-10	Window Products, Inc. (as successor-in-interest to Empire Pacific Windows Corp.)
The Company LOGO	3,488,366	19-Aug-08	Window Products, Inc. (as successor-in-interest to Empire Pacific Windows Corp.)

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.