

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1951104	CASCADE	
<b>Registration Number:</b>	3904212	FRAMING LIFE'S MOMENTS	
<b>Registration Number:</b>	4020343	EC	
<b>Registration Number:</b>	4020344	EC	
<b>Registration Number:</b>	3580040	THERMALPRO	
<b>Registration Number:</b>	3580041	WINPRO	
<b>Registration Number:</b>	3786719	LBL WINDOWS	
<b>Registration Number:</b>	3704532	LBL WINDOWS & DOORS INTEGRITY · QUALITY ·	
<b>Registration Number:</b>	3575455	QUALITY FOR LIFE	
<b>Registration Number:</b>	3478746	PARAMOUNT WINDOWS	
<b>Registration Number:</b>	3751055	EMPIRE PACIFIC WINDOWS	
<b>Registration Number:</b>	3768095	EPW	
<b>Registration Number:</b>	3488366		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		

OP \$340.00 1951104

TRADEMARK

**Email:** zeynep.gieseke@lw.com  
**Correspondent Name:** Zeynep Gieseke  
**Address Line 1:** 330 N. Wabash Avenue, Suite 2800  
**Address Line 2:** Latham & Watkins LLP  
**Address Line 4:** CHICAGO, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 025646-0000

**NAME OF SUBMITTER:** Zeynep Gieseke

**SIGNATURE:** /zg/

**DATE SIGNED:** 10/07/2015

**Total Attachments: 4**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Collateral Agent**”).

**RECITALS:**

**WHEREAS**, WINDOW PRODUCTS, INC., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

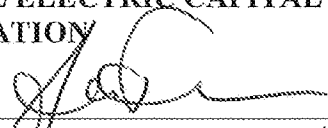
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:   
Name: STEVEN FLOWERS  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

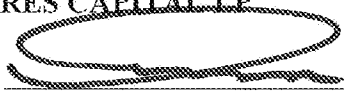
By:   
Name: DAVID BRACKETT  
Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of June 27, 2014 and filed with the United States Patent and Trademark Office on June 27, 2014 at Reel 5310, Frame 0464

**EXHIBIT B**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>OWNER</b>
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.)