TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CGI Windows and Doors, Inc.		02/16/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4035666	CGI
Registration Number:	3055449	CGI
Registration Number:	3186810	CGI
Registration Number:	4226049	CGI COMMERCIAL SERIES IMPACT RESISTANT W
Registration Number:	4226050	CGI ESTATE COLLECTION IMPACT RESISTANT W
Registration Number:	4210431	CGI ESTATE ENTRANCES PEACE OF MIND HAS N
Serial Number:	86680899	CGI IMPACT RESISTANT WINDOWS & DOORS WE'
Registration Number:	4035607	SENTINEL BY CGI IMPACT RESISTANT WINDOWS
Registration Number:	4549063	TARGA

CORRESPONDENCE DATA

Fax Number: 6502138158

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.

Phone: 6502130300
Email: iprecordations@whitecase.com
Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1:   3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4:   Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111779-2568

CH $240.00 4035666

NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	02/16/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 16, 2016 ("Agreement"), between CGI WINDOWS AND DOORS, INC. (together with its successors and assigns, the "Grantor"), and DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent and collateral agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

(1)   This Agreement is made pursuant to the Credit Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the "Credit Agreement"), among PGT, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the lending institutions named as lenders therein (together with their successors and assigns, the "Lenders"), and the Administrative Agent.

(2)   In connection with the Credit Agreement, the Grantor is a party to a Security Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1.   Defined Terms.   Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2.   Grant of Security Interest.

(a)   As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired

(1)   all Trademarks, registered or applied for with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2)   all registrations and recordings with respect to any of the foregoing;

(3)   all reissues, extensions and renewals of any of the foregoing;

(4)   all Proceeds and products of the Trademarks;

(5)   the goodwill of the businesses with which the Trademarks are associated; and

(6)   all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Section 3.   Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4.   Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.
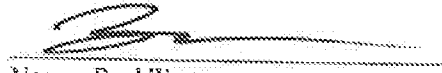
Section 5.   Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6.   Jury Trial Waiver. **THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.**

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CGI WINDOWS AND DOORS, INC.
as the Grantor

By: _____
Name: Brad West
Title: Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
     Name: Marcus M. Tarkington
     Title: Director

By: _____
     Name: Dusan Lazarov
     Title: Director

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No. App. No.
CGI and Design	U.S.	CGI Windows and Doors, Inc.	4,035,666 (77-924572)
CGI	U.S.	CGI Windows and Doors, Inc.	3,055,449 (78-576696)
CGI (Stylized)	U.S.	CGI Windows and Doors, Inc.	3,186,810 (78-804262)
CGI COMMERCIAL SERIES IMPACT RESISTANT WINDOWS & DOORS and Design	U.S.	CGI Windows and Doors, Inc.	4,226,049 (77-911446)
CGI ESTATE COLLECTION IMPACT RESISTANT WINDOWS & DOORS and Design	U.S.	CGI Windows and Doors, Inc.	4,226,050 (77-911455)
CGI ESTATE ENTRANCES PEACE OF MIND HAS NEVER LOOKED SO GOOD and Design	U.S.	CGI Windows and Doors, Inc.	4,210,431 (77-911469)
CGI IMPACT RESISTANT WINDOWS & DOORS WE'RE STRONGER and Design	U.S.	CGI Windows and Doors, Inc.	N/A (86-680899)
SENTINEL BY CGI IMPACT RESISTANT WINDOWS & DOORS and Design	U.S.	CGI Windows and Doors, Inc.	4,035,607 (77-908582)
TARGA (Stylized)	U.S.	CGI Windows and Doors, Inc.	4,549,063 (85-940293)