

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3673153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CHELSEA BUILDING PRODUCTS, INC.	12/23/2015

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	D444894
Patent Number:	D447576
Patent Number:	D448864
Patent Number:	D457659
Patent Number:	D461013
Patent Number:	D461014
Patent Number:	D713556
Patent Number:	D713557
Patent Number:	D729949
Patent Number:	D713558
Patent Number:	D713555
Patent Number:	D716968
Patent Number:	D729947
Patent Number:	D729948
Application Number:	29524828
Application Number:	29544390
Application Number:	29544393
Application Number:	29544394
Application Number:	29544379
Application Number:	29544396

PATENT

Property Type	Number
Application Number:	29544400
Application Number:	29544401
Application Number:	29524845
Application Number:	29524829
Application Number:	29524833
Application Number:	29524835
Application Number:	29524840
Application Number:	29524841
Application Number:	29524843
Application Number:	29544384
Application Number:	29524846
Application Number:	29524851

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 3125778034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-175

NAME OF SUBMITTER: OSCAR RUIZ

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 12/28/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 23, 2015, is made by CHELSEA BUILDING PRODUCTS, INC. (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2015 (as the same may be amended, modified and/or restated from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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 Patent Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 such Grantor (the "Patent Collateral"):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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.

Notwithstanding the foregoing, the Excluded Property (including, without limitation, intent-to-use applications) shall not constitute Patent Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent 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. In the event of any conflict between the terms and provisions set forth herein and the terms and provisions of the Guaranty and Security Agreement, the terms and provisions of the Guaranty and Security Agreement shall prevail.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that such Grantor, as it reasonably deems appropriate under the circumstances in response thereto or in accordance with its good faith business judgment, determines to be necessary in connection with their Patent that are subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow.]

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

CHELSEA BUILDING PRODUCTS, INC., as
Grantor

By: 

Name: Peter Dewil

Title: President

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

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

Name: Christopher Kill

Title: Duly Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations and Applications in the Applicable IP Office

1. REGISTERED PATENTS

Title	Patent No.	Issue Date	Country	Expiration Date	Recorded Owner
Window Component Extrusion	D444894	7/10/2001	U.S.A.	7/10/2015	Chelsea Building Products, Inc.
Window Component Extrusion	D447576	9/4/2001	U.S.A.	9/4/2015	Chelsea Building Products, Inc.
Window Component Extrusion	D448864	10/2/2001	U.S.A.	10/2/2015	Chelsea Building Products, Inc.
Window Component Extrusion	D457659	5/21/2002	U.S.A.	5/21/2016	Chelsea Building Products, Inc.
Window Component Extrusion	D461013	7/30/2002	U.S.A.	7/30/2016	Chelsea Building Products, Inc.
Window Component Extrusion	D461014	7/30/2002	U.S.A.	7/30/2016	Chelsea Building Products, Inc.
WINDOW FRAME EXTRUSION	D713,556	9/16/2014	U.S.A.	9/16/2028	Chelsea Building Products, Inc.
WINDOW FRAME EXTRUSION	D713,557	9/16/2014	U.S.A.	9/16/2028	Chelsea Building Products, Inc.
BEADBOARD PANEL	D729,949	5/19/2015	U.S.A.	5/19/2029	Chelsea Building Products, Inc.
PATIO DOOR FRAME EXTRUSION	D713,558	9/16/2014	U.S.A.	9/16/2028	Chelsea Building Products, Inc.
PATIO DOOR FRAME EXTRUSION	D713,555	9/16/2014	U.S.A.	9/16/2028	Chelsea Building Products, Inc.
WINDOW COMPONENT EXTRUSION	D716,968	11/4/2014	U.S.A.	11/4/2028	Chelsea Building Products, Inc.
WINDOW COMPONENT EXTRUSION	D729,947	5/19/2015	U.S.A.	5/19/2029	Chelsea Building Products, Inc.
WINDOW COMPONENT EXTRUSION	D729,948	5/19/2015	U.S.A.	5/19/2029	Chelsea Building Products, Inc.

2. PATENT APPLICATIONS

Application No.	Country	Filing Date	Title	Owner
United States Applications				
29/524,828	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,390	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,393	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,394	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,379	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,396	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,400	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,401	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,845	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,829	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,833	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,835	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,840	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,841	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,843	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/544,384	US	03-Nov-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.

29/524,846	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.
29/524,851	US	23-Apr-15	WINDOW COMPONENT EXTRUSION	Chelsea Building Products, Inc.