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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4892296

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PGT INDUSTRIES, INC.	03/29/2018

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, AS COLLATERAL AGENT		
Street Address:	303 PEACHTREE STREET, 25TH FLOOR		
Internal Address:	MAIL CODE: GA-ATL-7662		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9611688

CORRESPONDENCE DATA

Fax Number: (919)286-8199

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: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com, sandraday@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643-247
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	03/30/2018

Total Attachments: 5

source=Patent Security Agreement PGT Industries, Inc. to Suntrust Bank#page1.tif source=Patent Security Agreement PGT Industries, Inc. to Suntrust Bank#page2.tif source=Patent Security Agreement PGT Industries, Inc. to Suntrust Bank#page3.tif source=Patent Security Agreement PGT Industries, Inc. to Suntrust Bank#page4.tif

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of March 29, 2018 ("Agreement"), between PGT INDUSTRIES, INC., a Florida corporation (together with its successors and assigns, the "Grantor"), and SUNTRUST BANK, 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 from time to time, the "Credit Agreement"), among PGT INNOVATIONS, INC. (formerly known as 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:

<u>Section 1.</u> <u>Defined Terms</u>. 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 (the "Patent Collateral"):
 - (1) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
 - (2) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
 - (3) all registrations and recordings with respect to any of the foregoing;
 - (4) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

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- (5) all Proceeds and products of the Patents; and
- (6) all causes of action arising prior to or after the date hereof for infringement of any of the Patents.
- 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.
- <u>Section 4.</u> <u>Applicable Law.</u> 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.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PGT INDUSTRIES, INC., as the Grantor

By:

Name: Title:

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[Signature Page to Patent Security Agreement - PGT Industries, Inc.]

SUNTRUST BANK, as Collateral Agent

By:

Name: David A. Ernst Title: Vice President

Schedule I

PGT Industries, Inc. (Florida Corporation)

U.S. Patent

Issued Patent

Title	Patent No.	Issue Date
SECURE CORNER ASSEMBLY FOR HIGH-STRENGTH	9611688	04/04/17
WINDOWS		

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RECORDED: 03/30/2018

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