

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5797506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PGT INNOVATIONS, INC.	10/31/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SUNTRUST BANK
<b>Street Address:</b>	245 PEACHTREE CENTER AVE., NE, 17TH FLOOR
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10415302
Patent Number:	10267086
Application Number:	16044028
Application Number:	16149181
Application Number:	16046520
Application Number:	16036277
Application Number:	16023549
Application Number:	16227574
Application Number:	16227605
Application Number:	16369089
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	800-713-0755
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA

PATENT

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	10/31/2019
<b>Total Attachments: 6</b> source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page1.tif source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page2.tif source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page3.tif source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page4.tif source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page5.tif source=08. PGT - Patent Security Agreement (PGT Innovations, Inc.)#page6.tif	

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

PGT Innovations, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 31, 2019

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: SunTrust Bank

Internal Address: \_\_\_\_\_

Street Address: 245 Peachtree Center Ave., NE, 17th Floor

City: Atlanta

State: GA

Country: USA Zip: 30303

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved:** 10

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

October 31, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 31, 2019 (this "Agreement"), between PGT INNOVATIONS, INC. (together with its successors and assigns, the "Grantor"), and SUNTRUST BANK, as collateral agent (together with its successors and assigns in such capacity, the "Collateral 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, amended and restated, supplemented 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 SunTrust Bank, as administrative agent and collateral 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, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral 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 Collateral Agent and the other Secured Creditors and hereby covenants and agrees with the Collateral 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 Collateral 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 of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A 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 Schedule A 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;

(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 Collateral 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.

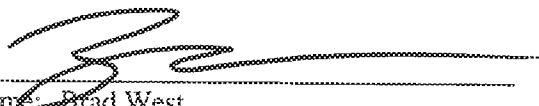
Section 6. Jury Trial Waiver. **THE GRANTOR AND THE COLLATERAL AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE COLLATERAL AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO 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 INNOVATIONS, INC.,**  
as the Grantor


By: \_\_\_\_\_

Name:  \_\_\_\_\_  
Brad West

Title: Senior Vice President of Corporate  
Development and Treasurer

**SUNTRUST BANK,**  
as Collateral Agent

By:

  
Name: Julie Lindberg  
Title: Vice President

Schedule A

Patents

<b>Title</b>	<b>Record Owner</b>	<b>Patent No.</b>
WINDOW SETTING BLOCK	PGT Innovations, Inc.	10415302
IMPACT-RESISTANT FENESTRATION WITH OFFSET DUAL PANE INSULATED GLASS UNIT	PGT Innovations, Inc.	10267086

Pending Patent Applications

<b>Title</b>	<b>Record Owner</b>	<b>Patent Application No.</b>	<b>Patent Publication No.</b>
ROLL-UP SCREEN PANEL	PGT Innovations, Inc.	16044028	20190211623
KEY FOR SLIDING PANEL	PGT Innovations, Inc.	16149181	20190211593
WINDOW SECURITY DEVICE	PGT Innovations, Inc.	16046520	20190211582
SPRING-LOADED SASH GUIDE	PGT Innovations, Inc.	16036277	20190211601
SECURE CORNER ASSEMBLY FOR HIGH-STRENGTH WINDOWS (Reissue of U.S. Patent No. 9,611,688)	PGT Innovations, Inc.	16023549	N/A
SLIDING DOOR SYSTEM WITH DUAL-TRACK ASSEMBLIES	PGT Innovations, Inc.	16227574	N/A
SLIDING DOOR SYSTEM WITH MONO-TRACK ASSEMBLIES	PGT Innovations, Inc.	16227605	N/A
FENESTRATION LOWERING DEVICE	PGT Innovations, Inc.	16369089	N/A