

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6211641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASSOCIATED MATERIALS, LLC	07/21/2020
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, AS US COLLATERAL AGENT
Street Address:	677 WASHINGTON BOULEVARD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10260274
Patent Number:	10450790
Patent Number:	10488837
Patent Number:	10526834
Patent Number:	10557272
Patent Number:	10564063
Patent Number:	10590658
Application Number:	15815360
Patent Number:	D846157
Patent Number:	D850657
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	2123186532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	C/O PAUL HASTINGS LLP
Address Line 2:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	ALANA GRAMER

PATENT

SIGNATURE:	/s/ AG
DATE SIGNED:	07/21/2020
Total Attachments: 5 source=AMI - US Patent Security Agreement [Executed]#page1.tif source=AMI - US Patent Security Agreement [Executed]#page2.tif source=AMI - US Patent Security Agreement [Executed]#page3.tif source=AMI - US Patent Security Agreement [Executed]#page4.tif source=AMI - US Patent Security Agreement [Executed]#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”), dated as of July 21, 2020, among the Person listed on the signature pages hereof (the “Grantor”), and UBS AG, STAMFORD BRANCH, as US collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “US Collateral Agent”).

Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the US SECURITY AGREEMENT, dated as of October 13, 2010 (as amended by that certain Amendment No. 1 to US Security Agreement, dated as of April 26, 2013, and by that certain Amendment No. 2 to US Security Agreement, dated as of November 22, 2016, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “US Security Agreement”), among ASSOCIATED MATERIALS INCORPORATED (f/k/a AMH INTERMEDIATE HOLDINGS CORP. and CAREY INTERMEDIATE HOLDINGS CORP.), a Delaware corporation (“Holdings”), ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the “Company”), and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a “US Subsidiary Grantor” and, collectively, the “US Subsidiary Grantors”; and, together with Holdings and the Company, collectively, the “US Grantors”), and the US Collateral Agent.

The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of that certain Second Amended and Restated Revolving Credit Agreement, dated as of November 22, 2016 (as amended by Incremental Amendment No. 1 to Second Amended and Restated Credit Agreement dated as of June 8, 2018, Amendment No. 1 to Second Amended and Restated Revolving Credit Agreement dated as of February 1, 2019, Amendment No. 2 to Second Amended and Restated Revolving Credit Agreement dated as of June 28, 2019, Amendment No. 3 to Second Amended and Restated Revolving Credit Agreement dated as of November 5, 2019 and Incremental Amendment No. 2 to Second Amended and Restated Credit Agreement dated as of March 4, 2020, and as further amended, restated, amended and restated, supplemented or modified to date, the “Credit Agreement”) shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

Pursuant to Section 4.4(e) of the US Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the US Security Agreement to the US Collateral Agent in such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the US Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the US Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor’s right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the US Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the US Collateral Agent with respect to the Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. **GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the US Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Company at the Company's address set forth in Section 13.2 of the Credit Agreement.


SECTION 9. Expenses. Grantor agrees to reimburse the US Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the US Collateral Agent.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and the US Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

ASSOCIATED MATERIALS, LLC

By:



Name: Mark Schie

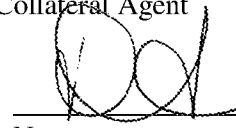
Title: Executive Vice President, Chief
Financial Officer

[Intellectual Property Security Agreement (Patents)]

PATENT
REEL: 053273 FRAME: 0270

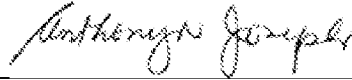
UBS AG, STAMFORD BRANCH,
as US Collateral Agent

By: _____



Name: _____
Title: Darlene Arias
Director

By: _____



Name: Anthony Joseph
Title: Associate Director

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

U.S. Issued Patents

Title	Patent No.	Issue/Filing Date	Record Owner
Mulling System for a Window Assembly	10260274	4/16/2019	Associated Materials, LLC
Brickmould Window Trim	10450790	10/22/2019	Associated Materials, LLC
Systems, Devices and Methods for Controlling and Utilizing Smart Windows	10488837	11/26/2019	Associated Materials, LLC
Mulling System for a Window Assembly	10526834	1/7/2020	Associated Materials, LLC
Siding Panel Assembly	10557272	2/11/2020	Associated Materials, LLC
System And Method For Detecting Failures In Insulating Glass Units	10564063	2/18/2020	Associated Materials, LLC
Siding Panel Assembly	10590658	3/17/2020	Associated Materials, LLC

U.S. Patent Applications

Title	Applic. No.	Issue/Filing Date	Record Owner
METHODS AND SYSTEMS FOR HOME AUTOMATION USING AN INTERNET OF THINGS PLATFORM	15/815360 Pending Utility	11/16/2017	Associated Materials, LLC

U.S. Design Patents

Title	Patent No.	Issue/Filing Date	Record Owner
Mullion for a Window	D846157	4/16/2019	Associated Materials, LLC
Mullion for a Window	D850657	6/4/2019	Associated Materials, LLC