

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6871532

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF CASH FLOW SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	JPMORGAN CHASE BANK, N.A.	08/18/2021
RECEIVING PARTY DATA		
Name:	DINGO NEWCO, LLC	
Street Address:	251 LITTLE FALLS DRIVE	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
Name:	NCI GROUP, INC.	
Street Address:	10943 N. SAM HOUSTON PARKWAY W.	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77064	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	9534441	
Patent Number:	D924046	
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	614-280-3566	
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com	
Correspondent Name:	JAMES MURRAY	
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125	
Address Line 2:	CT CORPORATION	
Address Line 4:	COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	08/18/2021	

Total Attachments: 6

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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)

JPMorgan Chase Bank, N.A.

2. Name and address of receiving party(ies)

Name: Dingo Newco, LLC

Internal Address: _____

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

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

Execution Date(s) August 18, 2021

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Partial Release of Cash Flow Security Interest

Street Address: 251 Little Falls Drive

City: Wilmington

State: DE

Country: USA Zip: 19808

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 I

See Schedule I

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,
32 Old Slip

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: 2

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

August 18, 2021

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

Addendum to Cover Page of Patents Form Cover Sheet

2. Name and address of receiving party(ies)

NCI Group, Inc.
10943 N. Sam Houston Parkway W.
Houston, TX 77064

**CASH FLOW TERMINATION AND RELEASE OF
SECURITY INTEREST IN SPECIFIED PATENTS**

This CASH FLOW TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED PATENTS (the “Cash Flow Termination and Release”), dated as of August 18, 2021, from JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (the “Agent”) for the banks and other financial institutions that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Cash Flow Credit Agreement”), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions from time to time party thereto and the Agent, is granted to and in favor of DINGO NEWCO, LLC, a Delaware limited liability company (“Dingo”), having a business address at 251 Little Falls Drive, Wilmington, Delaware 19808 and NCI GROUP, INC., a Nevada corporation, having a principal place of business at 10943 N. Sam Houston Parkway W. Houston, Texas 77064 (“NCI” and, together with Dingo, the “Grantors”), the predecessor in title to the Specified Patents (as defined below). Capitalized terms used herein without definition are used as defined in the Cash Flow Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the Cash Flow Credit Agreement, the Borrower and certain Domestic Subsidiaries (as defined in the Cash Flow Credit Agreement) of the Borrower from time to time party thereto and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Cash Flow Guarantee and Collateral Agreement”), in favor of the Agent;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of November 16, 2018, and that certain Assumption Agreement, dated as of June 29, 2021, each in favor of the Agent, NCI and Dingo, respectively, became parties to the Cash Flow Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Cash Flow Guarantee and Collateral Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in certain Collateral, including all of such Grantor’s Patents and Proceeds and products of such Patents, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, pursuant to that Application Assignment, dated as of March 6, 2019, which was recorded in the Patent Division of the United States Patent and Trademark Office on March 11, 2019 at Reel/Frame 048565/0099, Joe Hurst (“Inventor”), the inventor of Corrugated Drum Faceplate (the “Patent Application”), sold, assigned and transferred to NCI all of Inventor’s rights, title and interest in and to the Patent Application;

WHEREAS, in connection with the Cash Flow Guarantee and Collateral Agreement, NCI and the Agent entered into a Cash Flow Notice and Confirmation of Grant of Security Interest in Patents, dated as of October 4, 2019 (the "Cash Flow Patent Security Agreement"), which was recorded in the Patent Division of the United States Patent and Trademark Office on October 4, 2019 at Reel/Frame 050635/0216;

WHEREAS, pursuant to that certain Patent and Patent Application Assignment Agreement, dated as of August 6, 2021, NCI assigned, transferred and conveyed to Dingo all of NCI's rights, title and interest in and to the Patents listed on Schedule I hereto (the "Specified Patents"); and

WHEREAS, pursuant to that certain Cash Flow Release, dated as of August 18, 2021 (the "Cash Flow Release"), Borrower requested the release of the Specified Patents in connection with the Dingo Transaction (as defined in the Cash Flow Release), and the Agent now desires to terminate and fully release the entirety of its liens and Security Interest in the Specified Patents of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and upon the terms set forth in this Cash Flow Termination and Release, the Agent hereby states as follows:


1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges any and all liens and Security Interest in the Specified Patents.
2. Limitation. This Cash Flow Termination and Release is applicable only and solely with respect to the Specified Patents and to no other Collateral arising under the Cash Flow Guarantee and Collateral Agreement or the Cash Flow Patent Security Agreement (the "Retained Collateral"). The Agent retains all security interest, liens, rights, titles and interests pledged and granted to the Agent under the Cash Flow Guarantee and Collateral Agreement and the Cash Flow Patent Security Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Cash Flow Termination and Release.
3. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantors all further releases and other documents, and take all other actions as the Grantors may reasonably request in writing, all at the Grantors' sole cost and expense, for the purpose of obtaining the release of the Security Interest in the Specified Patents.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Cash Flow Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: James Shender
Title: Executive Director

SCHEDULE I

Specified Patents

Issued Patents

<u>Patent No.</u> <u>(Application No.)</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
9534441 (14/590,759)	Interlocking Rolling Sheet Door System	01/06/2015	01/03/2017
D924,046 (29682345)	Corrugated Drum Faceplate	03/04/2019	07/06/2021