

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8344128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLEETWOOD ALUMINUM PRODUCTS, LLC	12/21/2023
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 ABERNATHY ROAD
Internal Address:	SUITE 1600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8186189
Patent Number:	10801240
Patent Number:	11002053
Patent Number:	11352829
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:	6142803562
Email:	ted.mulligan@wolterskluwer.com
Correspondent Name:	TED MULLIGAN
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	MATTHEW T. CALLAHAN
SIGNATURE:	/matthew t. callahan/
DATE SIGNED:	12/21/2023
Total Attachments: 6	
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PATENT

REEL: 066089 FRAME: 0907

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)
Fleetwood Aluminum Products, LLC

2. Name and address of receiving party(ies)
Name: Wells Fargo Bank, National Association

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

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

Execution Date(s) _____

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Internal Address: _____

Street Address: 1100 Abernathy Road, Suite 1600

City: Atlanta

State: GA

Country: USA Zip: 30328

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 attached.

Additional numbers attached? Yes No

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

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and patents involved: 4

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 UserName _____

9. Signature: _____ /s/Matthew T. Callahan _____ 12/21/23 _____

Signature

Date

Matthew T. Callahan

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 December 21, 2023 (this “Agreement”), between Fleetwood Aluminum Products, LLC, a Delaware limited liability company (the “Grantor”) and Wells Fargo Bank, National Association (“Wells”) in its capacity as Collateral Agent for the Secured Parties (together with its successors or assigns, in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Amended and Restated Credit Agreement, dated as of January 31, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise amending, amending and restating or otherwise modifying or restructuring all or any portion of the obligations of Masonite International Corporation (the “Parent Borrower”) or its Subsidiaries under such agreement or any successor agreement, the “Credit Agreement”), among the Parent Borrower, Masonite Corporation (the “Lead U.S. Borrower”), the other U.S. Borrowers from time to time party thereto, Premdor Crosby Limited, a limited company incorporated in England and Wales with company number 03227274 (the “Lead U.K. Borrower” and, together with the U.K. Borrowers as of the date hereof and any U.K. Subsidiary that becomes a Borrower party to the Credit Agreement after the date hereof, individually and collectively, the “U.K. Borrower”), each other borrower from time to time party thereto (collectively with the Lead U.S. Borrower, the Parent Borrower and the U.K. Borrower, the “Borrowers” and, individually, a “Borrower”), each guarantor from time to time party thereto, each lender from time to time party thereto, Wells, as Administrative Agent and an L/C Issuer, and others and (b) the Second Amended and Restated ABL U.S. Pledge and Security Agreement dated as of December 13, 2022 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Parent Borrower, the Lead U.S. Borrower, the subsidiaries of the Lead U.S. Borrower party thereto from time to time and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidence, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of its obligations and the obligations of all other Loan Parties under the Security Agreement and under the other Finance Documents, the Grantor hereby grants to the Collateral Agent, for the benefit

of the Secured Parties, a security interest (the "Security Interest") in, and the Grantor hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, all of such Grantor's right, title and interest in, to and under any Patents (as defined in the Security Agreement) now owned or at any time hereafter acquired, created or arising, including those listed on Schedule I (the "Collateral"). For the avoidance of doubt, the Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS 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 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

**FLEETWOOD ALUMINUM PRODUCTS,
LLC, as Grantor**

By: Kent J. Markham
Name: Kent J. Markham
Title: Assistant Treasurer and
Director of Risk Management

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent**

By: _____
Name:
Title:

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

**FLEETWOOD ALUMINUM PRODUCTS,
LLC**, as Grantor

By: _____
Name: Kent J. Markham
Title: Assistant Treasurer and
Director of Risk Management

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: *Rod DeWinger*
Name: *ROD DEWINGER*
Title: *AUTHORIZED SIGNATORY*

SCHEDULE I

Issued Patents and Patent Applications

ISSUED PATENTS

Loan Party	Title	Country	Patent No.	Issued Date
Fleetwood Aluminum Products, LLC	Latch Assembly	USA	8,186,189	5/29/2012
Fleetwood Aluminum Products, LLC	Flush to Floor Sill Track and Assembly For Sliding Glass Windows	USA	10,801,240	10/13/2020
Fleetwood Aluminum Products, LLC	Flush to Floor Sill Track and Assembly For Sliding Glass Windows	USA	11,002,053	5/11/2021
Fleetwood Aluminum Products, LLC	Window Assembly Having Frameless Appearance and Removable Glass	USA	11,352,829	6/7/2022

PATENT APPLICATIONS

None.