

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bath Authority LLC dba Dreamline		06/12/2017	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC Credit Agency Services, LLC, as Agent		
<b>Street Address:</b>	125 South Wacker		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5205129	BUTTERFLY	
<b>Registration Number:</b>	5145377	FRENCH CORNER	
<b>Registration Number:</b>	5132858	AQUA UNO	
<b>Registration Number:</b>	5124250	AQUA ULTRA	
<b>Registration Number:</b>	5124249	ENIGMA	
<b>Registration Number:</b>	5124248	AQUA LUX	
<b>Registration Number:</b>	4696082	DREAMLINE DREAM IN STYLE	
<b>Registration Number:</b>	4696081	DREAMLINE	
<b>Registration Number:</b>	4829128	THE ULTIMATE SHOWER DOOR	
<b>Registration Number:</b>	4842482	SPARKLE	
<b>Registration Number:</b>	4909585	CLARITY	
<b>Registration Number:</b>	4909446	CLEARMAX	
<b>Registration Number:</b>	4937316	THE ULTIMATE SHOWER DOOR EXPERIENCE	
<b>Serial Number:</b>	87071584	ENCORE	
<b>Serial Number:</b>	87071579	UNIDOOR	
<b>Serial Number:</b>	87071578	UNIDOOR PLUS	
<b>Serial Number:</b>	87071576	UNIDOOR LUX	
<b>Serial Number:</b>	86869056	MIRRORMAX	

OP \$465.00 5205129

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn, Ltd. 55 E. Monroe St.  
**Address Line 2:** Suite 330  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6030.101
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	06/13/2017

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of June, 2017, by and among BATH AUTHORITY LLC dba DREAMLINE, a Pennsylvania limited liability company (the "Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), among Glass Technology Concepts, LLC, a Delaware limited liability company (the "Borrower"), the financial institutions or other entities from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each individually a "Lender" and collectively, the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of each of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing;

provided, that Trademark Collateral shall not include any Trademarks constituting Excluded Property.

3. SECURITY FOR THE OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not such Obligations are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which, including, without limitation, Section 18, are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

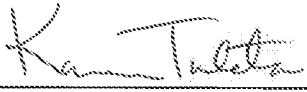
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT IS MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**BATH AUTHORITY LLC**, a Pennsylvania limited liability company

By: 

Name: Karen Tuleta

Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED  
BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC**

By: 

Name: David E. Fraimow

Title: Senior Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Registrations:

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No./ Reg. Date</b>
Bath Authority LLC DBA Dreamline	BUTTERFLY	United States	87250919	5205129 5/16/17
Bath Authority LLC DBA Dreamline	FRENCH CORNER	United States	87071568	5145377 2/21/17
Bath Authority LLC DBA Dreamline	AQUA UNO	United States	87071581	5132858 1/31/17
Bath Authority LLC DBA Dreamline	AQUA ULTRA	United States	87071582	5124250 1/17/17
Bath Authority LLC DBA Dreamline	ENIGMA	United States	87071580	5124249 1/17/17
Bath Authority LLC DBA Dreamline	AQUA LUX	United States	87071575	5124248 1/17/17
Bath Authority LLC	DREAMLINE DREAM IN STYLE	United States	86420755	4696082 3/3/15
Bath Authority LLC	DREAMLINE	United States	86420752	4696081 3/3/15
Dreamline <sup>1</sup>	THE ULTIMATE SHOWER DOOR	United States	86246595	4829128 10/6/15

<sup>1</sup> Bath Authority LLC has filed notices with the Trademark Division of the United States Patent and Trademark Office requesting that the registration be corrected to reflect Bath Authority LLC as the proper registered owner.

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No./ Reg. Date</b>
Dreamline <sup>2</sup>	SPARKLE	United States	86374181	4842482 10/27/15
Dreamline <sup>3</sup>	CLARITY	United States	86374183	4909585 3/1/16
Dreamline <sup>4</sup>	CLEARMAX	United States	86279233	4909446 3/1/16
Dreamline <sup>5</sup>	THE ULTIMATE SHOWER DOOR EXPERIENCE	United States	86246600	4937316 4/12/16

Applications:

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>
Bath Authority LLC DBA Dreamline	ENCORE	United States	87071584 6/14/16
Bath Authority LLC DBA Dreamline	UNIDOOR	United States	87071579 6/14/16
Bath Authority LLC DBA Dreamline	UNIDOOR PLUS	United States	87071578 6/14/16
Bath Authority LLC DBA Dreamline	UNIDOOR LUX	United States	87071576 6/14/16
Bath Authority LLC DBA Dreamline	MIRRORMAX	United States	86869056 1/7/16

<sup>2</sup> See footnote 1.

<sup>3</sup> See footnote 1.

<sup>4</sup> See footnote 1.

<sup>5</sup> See footnote 1.