# 53347

# CH \$165.00

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Doors, LLC		110/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	533477	AMWELD
Registration Number:	1249578	STURDI-DOOR
Registration Number:	1357616	SOUNDSHIELD
Registration Number:	2427454	AMWELD
Registration Number:	2932537	A
Registration Number:	3159520	INDEPENDENCE HARDWARE BY AMWELD

#### **CORRESPONDENCE DATA**

Fax Number: (404)581-8330 Phone: 4045818052

Email: rcampbell@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Richard U. Campbell
Address Line 1: 1420 Peachtree St. NE

TRADEMARK
REEL: 004678 FRAME: 0886

900209616

Address Line 2: Suite 800 Address Line 4: Atlanta, GEORGIA 30309			
ATTORNEY DOCKET NUMBER:	223194-615029		
NAME OF SUBMITTER:	Richard U. Campbell		
Signature:	/Richard U. Campbell/		
Date:	12/14/2011		
Total Attachments: 5 source=4. Trademark Security Agreement#page1.tif source=4. Trademark Security Agreement#page2.tif source=4. Trademark Security Agreement#page3.tif source=4. Trademark Security Agreement#page4.tif source=4. Trademark Security Agreement#page5.tif			

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to a Security Agreement of even date herewith with the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN DOORS, LLC as Grantor

By:

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Γitle: '

Chief Executive Officer

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DLI-6372660

### ACKNOWLEDGMENT OF GRANTOR

STATE OF MICHIGAN )
) ss.
) ss. COUNTY OF <u>Oak Land</u> )
On this // day of October, 2011 before me personally appeared STAFEIL proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Doors, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Manager and that he
acknowledged said instrument to be the free act and deed of said limited liability company.
Burely ann Conarata Notary Public
/Notary Public

Beverly Ann Camarata
Notary Public of Michigan
Oakland County
Expires 05/06/2015
Acting in the County of

DLI-6372660 4

# SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

# A. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Reg No	App No	Status	Owner
Amweld	United States	71/587599	533477	Renewed	American Doors, LLC
Sturdi-Door	United States	73/369415	1249578	Cancelled	American Doors, LLC
Soundshield	United States	73/521038	1357616	Renewed	American Doors, LLC
Amweld	United States	75/651892	2427454	Registered	American Doors, LLC
A (Stylized)	United States	76/578901	2932537	Registered	American Doors, LLC
Independence Hardware by Amweld	United States	76/613,080	3159520	Registered	American Doors, LLC
The Edge	United States	N/A	N/A	Application in Process	American Doors, LLC
Firedoor	United States	N/A	N/A	Application in Process	American Doors, LLC
Amweld International	United States	N/A	N/A	Application in Process	American Doors, LLC
LaserEdge	United States	N/A	N/A	Application in Process	American Doors, LLC
Firesonic	United States	N/A	N/A	Application in Process	American Doors, LLC
Storm Guard	United States	N/A	N/A	Application in Process	American Doors, LLC
Tilt 'N Place	United States	N/A	N/A	Application in Process	American Doors, LLC
HighRiser	United States	N/A	N/A	Application in Process	American Doors, LLC
Firedoor by Amweld International LLC	United States	N/A	N/A	Application in Process	American Doors, LLC
Liberty Hardware by Amweld International LLC	United States	N/A	N/A	Application in Process	American Doors, LLC

#### B. IP LICENSES

None.

Schedule 1-1

**TRADEMARK** REEL: 004678 FRAME: 0892 **RECORDED: 12/14/2011**