

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermo-Tech Windows, LLC		08/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State Financial Institution: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2925332	THERMO-TECH	
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>			
Email:	denise.wilson@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	26827.244		
NAME OF SUBMITTER:	Denise Wilson		
SIGNATURE:	/Denise Wilson/		
DATE SIGNED:	08/31/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2015 (this "**Agreement**"), is between **THERMO-TECH WINDOWS, LLC**, a Delaware limited liability company (the "**Grantor**"), and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION** ("**Lender**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the "**Credit Agreement**"), by and among Grantor and Lender;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lender as set forth in the Credit Agreement, Grantor has agreed to secure all Grantors' obligations under the Loan Documents (as defined in the Credit Agreement), as set forth in that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between Grantor and Lender;

WHEREAS, pursuant to the Security Agreement, Grantor granted to Lender a continuing security interest in certain Collateral, and Grantor has agreed to execute and deliver this Agreement to further evidence the security interest in the Trademarks (as herein defined) and Trademark Licenses (as herein defined); and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and Lender agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Lender a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all of the following property of Grantor (collectively, the "**Trademark Collateral**"):

- a. All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in **Schedule 1** (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without

limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

- b. Any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in **Schedule 1** (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademark Licenses**”).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

4. **COUNTERPARTS.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**[REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGES FOLLOW.]**

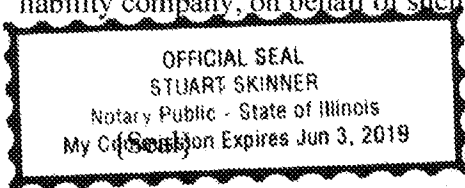
GRANTOR:

THERMO-TECH WINDOWS, LLC, a Delaware
limited liability company

By: *Mark A. Bounds*
Mark A. Bounds
Vice President

STATE OF ILLINOIS
COUNTY OF LAMAR

This instrument was acknowledged before me this 28 day of AUGUST, 2015,
by Mark A. Bounds, as Vice President of Thermo-Tech Windows, LLC, a Delaware limited
liability company, on behalf of such entity.



Stuart Skinner
Notary Public


My commission expires: 6/3/19

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SIGNATURE PAGE FOLLOWS.]

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

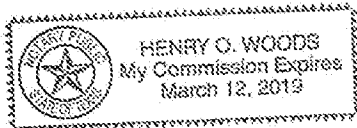
By:


Bobby Little
Senior Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 28th day of August, 2015,
by Bobby Little, as Senior Vice President of Texas Capital Bank, National Association, on
behalf of such entity.

{Seal}




Notary Public

My commission expires: _____

Signature page to
Trademark Security Agreement

TRADEMARK
REEL: 005612 FRAME: 0689

**Schedule 1
to
Trademark Security Agreement**

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
None		

Trademarks

TRADEMARK	TRADEMARK REG./APP NO.	REG/APP DATE
Thermo-Tech	2925332	February 8, 2005

Schedule 1
To Trademark Security Agreement