

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VariForm Inc.		02/02/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1437939	VARI-FORM	
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>			
Phone:	212-294-2684		
Email:	trademarkny@winston.com		
Correspondent Name:	Christina M Wheaton		
Address Line 1:	300 South Tryon Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	001740.00320		
NAME OF SUBMITTER:	Christina M. Wheaton		
SIGNATURE:	/Christina M. Wheaton by trademarkny/		
DATE SIGNED:	02/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 2, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Vari-Form Inc., an Ontario corporation (the "Grantor"), and Bank of America N.A., as administrative agent (in such capacity, the "Agent").

Reference is made to (a) the Loan Agreement, dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Vari-Form Holdings Group, LLC, a Delaware limited liability company, Vari-Form Group, LLC, a Delaware limited liability company (the "Borrower Agent"), the other Borrowers identified therein, the Lenders identified therein and the Agent and each of the other parties party thereto from time to time and (b) the ABL Guaranty, Pledge and Security Agreement, dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower Agent, each of the other Grantors identified therein and the Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The Grantor is a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Loan Agreement, as applicable. The interpretive provisions set forth in Section 1.4 of the Loan Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Canadian Obligations, the Grantor hereby grants to the Agent, for the benefit of the holders of the Canadian Obligations, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Trademarks arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law or other Excluded Property (the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Loan Agreement, following a written request therefor, the Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

Section 6. GOVERNING LAW. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE LOAN AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

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

GRANTOR:

VARIFORM INC.

By: 

Name: Carmen Evola

Title: President and Chief Executive Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent,

By: B—HB

Name: Brad Breidenbach

Title: Senior Vice President

Schedule I to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
VARI-FORM	73/560818	9/30/1985	1437939	4/28/1987