

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469776

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Atrium Windows and Doors, Inc. | | 04/13/2018 | Corporation: DELAWARE |
| Atrium Extrusion Systems, Inc. | | 04/13/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | 500 Stanton Christiana Road |
| City: | Newark |
| State/Country: | DELAWARE |
| Postal Code: | 19713 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------------|
| Registration Number: | 1925476 | TRIUMPH |
| Registration Number: | 1925477 | APPLAUSE |
| Registration Number: | 2285170 | MASTerview |
| Registration Number: | 2497434 | ATRIUM |
| Registration Number: | 2859534 | IMPROVING YOUR VIEW OF THE WORLD |
| Registration Number: | 2859535 | ATRIUM WINDOWS AND DOORS |
| Registration Number: | 2868546 | BEST BUILT |
| Registration Number: | 3025701 | ATRIUM |
| Registration Number: | 3420056 | HEIRLOOM |
| Registration Number: | 3490287 | DYNASTY |
| Registration Number: | 3522596 | ATRIUM WIZARD |
| Registration Number: | 3535411 | ASPIRATIONS |
| Registration Number: | 4023583 | CORNERSTONE |
| Registration Number: | 4198117 | NORTH STAR |
| Registration Number: | 4285059 | NORTH STAR VINYL WINDOWS AND DOORS |
| Registration Number: | 4285060 | N O R T H S T A R PROFILE EXTRUSIONS |
| Registration Number: | 4609816 | VIEWPOINT |

CH \$565.00 1925476

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 4976925 | SAFE HARBOR |
| Registration Number: | 4977234 | INSULKOR |
| Registration Number: | 5106564 | GAME DAY |
| Registration Number: | 2362557 | WEATHERLOK |
| Registration Number: | 2416707 | ELLISON |

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Michelle M. Hillenbrand, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

| | |
|---------------------------|---------------------------|
| NAME OF SUBMITTER: | Michelle M. Hillenbrand |
| SIGNATURE: | /Michelle M. Hillenbrand/ |
| DATE SIGNED: | 04/13/2018 |

Total Attachments: 6

source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page1.tif
source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page2.tif
source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page3.tif
source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page4.tif
source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page5.tif
source=CF _1_ Trademark Grant (Atrium) (EXECUTED)#page6.tif

CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of April 13, 2018, made by each of the parties party hereto (collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement to the Guarantee and Collateral Agreement, dated as of April 13, 2018, in favor of the Collateral Agent, the Grantors became a party to the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals,

have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

ATRIUM WINDOWS AND DOORS, INC.

By: Chris Guinn

Name: Chris Guinn

Title: Chief Financial Officer

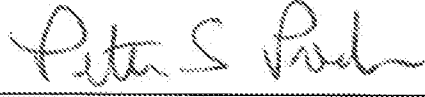
ATRIUM EXTRUSION SYSTEMS, INC.

By: Chris Guinn

Name: Chris Guinn

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name: Peter S. Friedman
Title: Executive Director

SCHEDULE I

Trademark Registrations

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>App./ Reg. No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|--------------------------------|----------------|---|---------------------------|--------------------|------------------------------|
| Atrium Windows and Doors, Inc. | United States | TRIUMPH | 1925476 | 10/17/1994 | 10/10/1995 |
| Atrium Windows and Doors, Inc. | United States | APPLAUSE | 1925477 | 10/17/1994 | 10/10/1995 |
| Atrium Windows and Doors, Inc. | United States | MASTerview | 2285170 | 07/30/1998 | 10/12/1999 |
| Atrium Windows and Doors, Inc. | United States | ATRIUM | 2497434 | 07/30/1998 | 10/16/2001 |
| Atrium Windows and Doors, Inc. | United States | IMPROVING YOUR VIEW OF THE WORLD | 2859534 | 01/10/2003 | 07/06/2004 |
| Atrium Windows and Doors, Inc. | United States | ATRIUM WINDOWS AND DOORS | 2859535 | 01/10/2003 | 07/06/2004 |
| Atrium Windows and Doors, Inc. | United States | BEST BUILT | 2868546 | 01/10/2003 | 08/03/2004 |
| Atrium Windows and Doors, Inc. | United States | ATRIUM | 3025701 | 07/22/2004 | 12/13/2005 |
| Atrium Windows and Doors, Inc. | United States | HEIRLOOM | 3420056 | 08/09/2005 | 04/29/2008 |
| Atrium Windows and Doors, Inc. | United States | DYNASTY | 3490287 | 08/15/2005 | 08/19/2008 |
| Atrium Windows and Doors, Inc. | United States | ATRIUM WIZARD | 3522596 | 03/17/2006 | 10/21/2008 |
| Atrium Windows and Doors, Inc. | United States | ASPIRATIONS | 3535411 | 08/15/2005 | 11/18/2008 |
| Atrium Windows and Doors, Inc. | United States | CORNERSTONE | 4023583 | 05/03/2010 | 09/06/2011 |
| Atrium Windows and Doors, Inc. | United States | NORTH STAR | 4198117 | 01/17/2012 | 08/28/2012 |
| Atrium Windows and Doors, Inc. | United States |  | 4285059 | 01/19/2012 | 02/05/2013 |
| Atrium Windows and Doors, Inc. | United States |  | 4285060 | 01/19/2012 | 02/05/2013 |
| Atrium Windows and Doors, Inc. | United States | VIEWPOINT | 4609816 | 02/27/2014 | 09/23/2014 |

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>App./ Reg. No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|-----------------------------------|------------------|-------------|---------------------------|--------------------|------------------------------|
| Atrium Windows and Doors, Inc. | United States | SAFE HARBOR | 4976925 | 09/24/2015 | 06/14/2016 |
| Atrium Windows and Doors, Inc. | United States | INSULKOR | 4977234 | 10/12/2015 | 06/14/2016 |
| Atrium Windows and Doors, Inc. | United States | GAME DAY | 5106564 | 03/09/2016 | 12/20/2016 |
| Atrium Extrusion Systems, Inc. | United States | WEATHERLOK | 2362557 | 02/11/1997 | 06/27/2000 |
| Atrium Extrusion Systems, Inc. | United States | ELLISON | 2416707 | 02/11/1997 | 1/2/2001 |