

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528262

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement - ABL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| J.E. Berkowitz, L.P. | | 06/07/2019 | Limited Partnership: DELAWARE |
| G.A.A.G., L.L.C. | | 06/07/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SJC DLF III-F, LLC | | |
| Street Address: | 1700 East Putnam Avenue, Suite 207 | | |
| Internal Address: | c/o Czech Asset Management L.P. | | |
| City: | Old Greenwich | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06870 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5323800 | 3SEAL | |
| Registration Number: | 5069399 | CHILDGARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4756 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Jay daSilva | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1097449 TM ABL | | |
| NAME OF SUBMITTER: | Karen Cottrell | | |
| SIGNATURE: | /Karen Cottrell/ | | |
| DATE SIGNED: | 06/18/2019 | | |

OP \$65.00 5323800

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made as of June 7, 2019, by and among G.A.A.G., L.L.C., a Delaware limited liability company (“**GAAG**”), J.E. Berkowitz, L.P., a Delaware limited partnership (“**JEB**” and, together with GAAG, each a “**Grantor**”), and SJC DLF III-F, LLC (“**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Loan Agreement**”), among, inter alios, Consolidated Glass Holdings, Inc. a Delaware corporation (“**CGH**”), SSI Consolidated Holdings, Inc., a Delaware corporation (“**SSI**” and, together with CGH, the “**Borrowers**”) and Agent; and

WHEREAS, Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

(b) “**Trademark License**” means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark.

(c) “**Trademarks**” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, in each case, excluding any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use applications or the resulting trademark or service mark registrations under applicable federal law.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Agent to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such 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 and Trademark Licenses including those referred to on Schedule I hereto (except for any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Each 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 Loan Agreement, the terms and provisions of which 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 Loan Agreement, the Loan Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any trademark registration. Without limiting any Grantor’s obligations under this Section 4, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. 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.

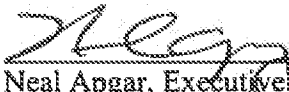
6. GOVERNING LAW; CONSENT TO FORUM; WAIVERS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM AND CERTAIN WAIVERS SET FORTH IN SECTIONS 13.15 and 13.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS.]

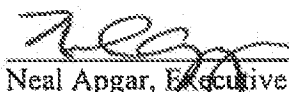
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

G.A.A.G., L.L.C., a Delaware limited liability company

By: 
Neal Apgar, Executive Vice President
& CFO

J.E. BERKOWITZ, L.P., by
Berkowitz & Company GP, LLC, its General
Partner

By: 
Neal Apgar, Executive Vice President
& CFO

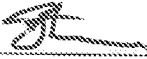
[Signature Page to Trademark Security Agreement [ABL]]

TRADEMARK
REEL: 006672 FRAME: 0790

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

SJC DLF III-F, LLC

By: 
Name: Stephen J. Czech
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement [ABL]]

TRADEMARK
REEL: 006672 FRAME: 0791

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Mark | Country | Application Number | Reg. No. | Reg. Date | Owner |
|------------------|----------------|---------------------------|-----------------|------------------|--------------------------------------|
| 3SEAL | United States | 87415606 | 5323800 | October 31, 2017 | J.E. Berkowitz, L.P. |
| CHILDGARD | United States | 86552142 | 5069399 | October 25, 2016 | Global Security Glazing ¹ |

¹ Global Security Glazing is a trade name owned by G.A.A.G., L.L.C.