

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Shore Home, LLC	FORMERLY West Shore Window & Door, Inc.	11/01/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	1853 William Penn Way		
Internal Address:	P. O. Box 10368, Suite 3		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17605		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3946288	WEST SHORE WINDOW & DOOR	
Registration Number:	4959775	WEST SHORE SHOWER & BATH	
Registration Number:	4968264	WEST SHORE	
Registration Number:	5746115	WEST SHORE HOME	
Registration Number:	5426347	BRYTONS HOME IMPROVEMENT	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	501 Grant Street		
Address Line 2:	Suite 200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0070751-000162		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		

CH \$140.00 3946288

DATE SIGNED:	11/04/2019
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.), a Pennsylvania limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, The Huntington National Bank, as agent for the Lenders (as herein defined) (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 1, 2019, by and among the Grantor, the other Loan Parties (as defined therein) party thereto, the financial institutions party thereto from time to time (the "Lenders"), and the Grantee, acting in its capacity as agent for the Lenders (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that and solely during the period in which the grant, attachment or enforcement of a security interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement. This Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, and the Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated

herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

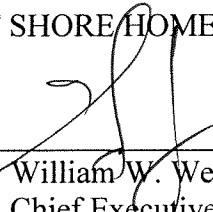
This Grant of Security Interest in Trademarks shall be governed and controlled by the internal laws of the state of New York as to interpretation, enforcement, validity, construction, effect, and in all other respects, including the legality of the interest rate and other charges.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

WEST SHORE HOME, LLC

By: 
Name: William W. Werzyn, Jr.
Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

GRANTEE:

THE HUNTINGTON NATIONAL BANK, as Agent

By: _____
Name: Philip Brenckle
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:


WEST SHORE HOME, LLC

By: _____
Name: William W. Werzyn, Jr.
Title: Chief Executive Officer

AKNOWLEDGED AND ACCEPTED:

GRANTEE:

THE HUNTINGTON NATIONAL BANK, as Agent

By: 
Name: Philip Brinckle
Title: Senior Vice President

Schedule A - Trademarks

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration / Application No.</u>	<u>Owned/Licensed</u>
West Shore Window & Door (logo)	West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.)	April 12, 2011	Active	3,946,288	Owned
West Shore Shower & Bath (logo)	West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.)	May 17, 2016	Active	4,959,775	Owned
West Shore	West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.)	May 31, 2016	Active	4,968,264	Owned
West Shore Home	West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.)	May 7, 2019	Active	5,746,115	Owned
Brytons Home Improvement	West Shore Home, LLC (f/k/a West Shore Window & Door, Inc.)	March 20, 2018	Active	5,426,347	Owned