

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KARONA, INC.		05/04/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST		
Street Address:	1100 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1771471	KARONA	
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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042525-0226		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/05/2020		
Total Attachments: 6			
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OP \$40.00 1771471

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 4, 2020, is entered into by the undersigned (the "Grantor") in favor of Wilmington Trust, National Association, as notes collateral agent (together with its successors, in such capacity, the "Notes Collateral Agent") for the benefit of the Noteholder Secured Parties.

WHEREAS, pursuant to that certain Senior Secured Notes Indenture, dated as of May 4, 2020 (as amended, modified, supplemented or restated and in effect from time to time, the "Indenture"), which term shall also include and refer to any additional issuance of notes under the Indenture) by and among Jeld-Wen, Inc., a Delaware corporation (the "Issuer"), the Guarantors, Wilmington Trust, National Association, as Trustee and as Notes Collateral Agent, Issuer is issuing the Notes;

WHEREAS, as a condition to the issuance of the Notes, the Grantor, the other grantors party thereto and the Notes Collateral Agent entered into that certain Pledge and Security Agreement dated as of May 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which the Grantor mortgaged, pledged and granted to the Notes Collateral Agent, for the benefit of the Noteholder Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Notes Collateral Agent for the benefit of the Noteholder Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Notes Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, mortgages and pledges to the Notes Collateral Agent, for the benefit of the Noteholder Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Notes Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Notes Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto

throughout the world;

(ii) all goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation 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 now or hereafter due and/or payable with respect thereto;

provided, however, that the foregoing shall not include any Excluded Assets (including any “intent-to-use” trademark application prior to the accepted filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto in the United States Patent and Trademark Office whereby such intent-to-use trademark application is converted to a “use in commerce” application, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing from such intent-to-use trademark application under applicable law).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the ratable benefit of the Noteholder Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. This Agreement and the security interest granted hereby shall terminate in accordance with the terms of the Pledge and Security Agreement, at which time the Notes Collateral Agent shall (at Grantor’s sole cost and expense) execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest (without recourse, representation or warranty of any kind) in the Trademark Collateral under this Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (OTHER THAN ANY MANDATORY PROVISIONS OF THE UNIFORM COMMERCIAL CODE RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 7. Counterparts. This Agreement may be executed in any number of

counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

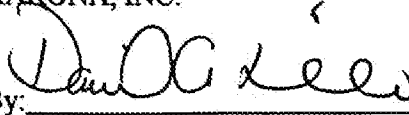
SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering this Agreement and each other Notes Document solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder and under each other Notes Document, whether or not expressly provided herein or therein, the Notes Collateral Agent shall be entitled to the rights, protections, immunities and indemnities of the Notes Collateral Agent set forth in the Indenture as if the provisions setting forth those rights, protections, immunities and indemnities were set forth herein and therein.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first written above.

GRANTOR: By:

KARONA, INC.

By: 

Name: Daniel Castillo

Title: President

By:

By:

By:

By:

[Signature Page to Trademark Security Agreement]

Wilmington Trust, National Association,
as Notes Collateral Agent

By:



Name: W. Thomas Morris, II
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK COLLATERAL

Grantor	Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Karona, Inc.	United States	KARONA	74/273303	5/8/1992	1771471	5/18/1993

[Schedule A to Trademark Security Agreement – Karona, Inc.]