

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milliken Millwork, Inc.		09/24/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon St.		
Internal Address:	Mail Code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3978050	YOUR DOORWAY TO A BEAUTIFUL HOME	
Registration Number:	5633844	MMI DOOR	
Registration Number:	5493789	MMI DOOR	
Registration Number:	5872124	MMI DESIGN	
Registration Number:	5162977	DOOR BUILD .COM	
Registration Number:	5162976	DOOR BUILD	
Registration Number:	5148359	TRU FIT PATIO DOOR	
Registration Number:	5148358	TRUFIT	
Registration Number:	5148233	BC BUILDER'S CLASSIC	
Registration Number:	5148232	BUILDER'S CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 3978050

TRADEMARK

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/24/2020

Total Attachments: 6

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TERM LOAN TRADEMARK SECURITY AGREEMENT

This Term Loan Trademark Security Agreement (this “Agreement”), dated as of September 24, 2020, is entered into by the undersigned (the “Additional Grantor”) in favor of Bank of America, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Additional Grantor has executed and delivered that certain Assumption Agreement, dated August 31, 2020, in favor of the Administrative Agent, the “Assumption Agreement”), which was executed pursuant to the Amended Term Loan Pledge and Security Agreement dated October 15, 2014, as amended as of December 14, 2017, made by JELD-WEN Holding, Inc., a Delaware Corporation, as holdings, JELD-WEN, Inc., a Delaware Corporation, as borrower, the other grantors party thereto and the Administrative Agent (the “Pledge and Security Agreement”)

WHEREAS, under the terms of the Pledge and Security Agreement, the Additional Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, all of the Additional Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below), and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO and other governmental authorities

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Additional Grantor and the Administrative 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 Additional Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Additional Grantor or in which the Additional Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (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 Additional Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such 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 of the 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;
- (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; and
- (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Recordation. The Additional Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. 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.

[Signatures follow]

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

ADDITIONAL GRANTOR:

MILLIKEN MILLWORK, INC.

By: Brian Luke
Name: Brian Luke
Title: Treasurer

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

A handwritten signature in black ink, appearing to be 'H. Pennell', enclosed within a large, loopy oval scribble.

By: _____

Name: Henry Pennell

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007060 FRAME: 0699

SCHEDULE A

TRADEMARKS

Grantor	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Milliken Millwork, Inc. ¹	United States	Your Doorway to a Beautiful Home	85/173,085	11/9/2010	3,978,050	6/14/2011
Milliken Millwork, Inc.	United States	MMI DOOR	87537192	7/21/2017	5,633,844	12/18/2018
Milliken Millwork, Inc.	United States	MMI DOOR	87537203	7/21/2017	5,493,789	6/12/2018
Milliken Millwork, Inc.	United States	MMI DESIGN and Design	88/326,903	5/5/2019	5,872,124	10/1/2019
Milliken Millwork, Inc.	United States	DOOR BUILD.COM and Design	87/975,071	4/20/2016	5,162,977	3/14/2017
Milliken Millwork, Inc.	United States	DOOR BUILD	87/975,070	4/20/2016	5,162,976	3/14/2017
Milliken Millwork, Inc.	United States	TRUPIT PATIO DOOR and Design	87/105,165	7/15/2016	5,148,359	2/21/2017
Milliken Millwork, Inc.	United States	TRUPIT	87/105,146	7/15/2016	5,148,358	2/21/2017
Milliken Millwork, Inc.	United States	BC BUILDERS CLASSIC (stylized)	87/005,623	4/19/2016	5,148,233	2/21/2017
Milliken Millwork, Inc.	United States	BUILDERS CLASSIC	87/005,575	4/19/2016	5,148,232	2/21/2017

¹ Per USPTO record search, Milliken Millwork.com is the owner/Registrant as it appears incorrect name was input in the application. In the process of being corrected.