

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743397

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Cash Flow Notice and Confirmation Of Grant Of Security Interest In Trademarks |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-------------------------------------|
| Cornerstone Building Brands, Inc. | | 07/25/2022 | Corporation: DELAWARE |
| Mastic Home Exteriors, Inc. | | 07/25/2022 | Corporation: OHIO |
| Ply Gem Industries, Inc. | | 07/25/2022 | Corporation: DELAWARE |
| Simonton Building Products LLC | | 07/25/2022 | Limited Liability Company: DELAWARE |
| Variform, Inc. | | 07/25/2022 | Corporation: MISSOURI |
| Silver Line Building Products LLC | | 07/25/2022 | Limited Liability Company: DELAWARE |
| NCI Group, Inc. | | 07/25/2022 | Corporation: NEVADA |
| Talus Systems, LLC | | 07/25/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | JPMorgan Chase Bank, N.A., |
| Street Address: | CIB DMO WLO, Mail Code NY1-C413, 4 CMC |
| City: | Brooklyn |
| State/Country: | NEW YORK |
| Postal Code: | 11245 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 6654300 | AMERICAN STRONGHOLD XL |
| Registration Number: | 6124190 | CLIMAFORCE |
| Registration Number: | 6157954 | DEFENDER PRO-3 |
| Registration Number: | 6403994 | MASTIC DEFENDER PRO-3 |
| Registration Number: | 5933244 | MASTIC WESTERN EXTREME |
| Registration Number: | 6487280 | ELEMENTS |
| Registration Number: | 6147908 | EUROGLIDE |
| Registration Number: | 6630013 | MADE FROM THE ELEMENTS. TO PROTECT AGAIN |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 6487489 | P PLY GEM ELEMENTS COMPOSITE SIDING. RED |
| Registration Number: | 6591848 | P PLY GEM HOME DESIGN VISUALIZER |
| Registration Number: | 6487281 | PLY GEM ELEMENTS |
| Registration Number: | 6487469 | P PLY GEM ELEMENTS |
| Registration Number: | 6014361 | PLY GEM SNAP TIGHT |
| Registration Number: | 6225425 | TUCKTIGHT |
| Registration Number: | 6667782 | EDGE CRAFT |
| Registration Number: | 6429844 | CLIPSTONE |
| Serial Number: | 97211577 | SIMONTON |
| Serial Number: | 90877383 | AMERICAN CRAFTSMAN BY P PLY GEM |
| Serial Number: | 90877424 | AMERICAN CRAFTSMAN BY P PLY GEM |
| Serial Number: | 90877415 | |
| Serial Number: | 90804526 | METAL DEPOTS |
| Serial Number: | 90818454 | CLIPSTONE |
| Serial Number: | 97151319 | IT'S THAT EASY |

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: Bradley Waldstreicher, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

| | |
|---------------------------|-------------------------|
| NAME OF SUBMITTER: | Bradley Waldstreicher |
| SIGNATURE: | /Bradley Waldstreicher/ |
| DATE SIGNED: | 07/25/2022 |

Total Attachments: 14
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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 July 25, 2022, made by each of the parties party hereto (each, a “Grantor” and 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, 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 Guarantors (as defined therein) 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 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 such 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 undersigned has caused this Agreement to be duly executed and delivered as of the day and year first above written.

CORNERSTONE BUILDING BRANDS, INC.




By: _____

Name: Jeffrey S. Lee

Title: Executive Vice President, Chief
Financial Officer and Treasurer

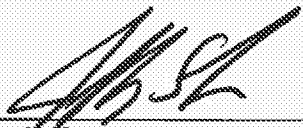
MASTIC HOME EXTERIORS, INC.

By: 
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief
Financial Officer

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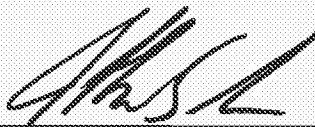
PLY GEM INDUSTRIES, INC.

By: _____

Name: Jeffrey S. Lee

Title: Executive Vice President and Chief
Financial Officer

SIMONTON BUILDING PRODUCTS LLC

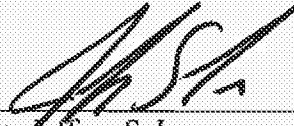
By: 
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief
Financial Officer

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VARIFORM, INC.

By: _____




Name: Jeffrey S. Lee

Title: Executive Vice President and Chief
Financial Officer

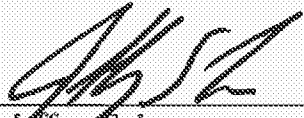
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SILVER LINE BUILDING PRODUCTS LLC

By: 
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief
Financial Officer

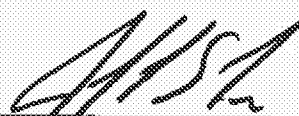
NCI GROUP, INC.

By:  _____


Name: Jeffrey S. Lee

Title: Executive Vice President and Chief
Financial Officer

TALUS SYSTEMS, LLC


By: 
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief
Financial Officer






JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____
Name: James Shender
Title: Executive Director

SCHEDULE I

Trademark Registrations

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|-----------------------------------|---|---|--------------------|--------------------------|
| Cornerstone Building Brands, Inc. | AMERICAN STRONGHOLD XL | 6,654,300 | 1/27/2020 | 2/22/2022 |
| Cornerstone Building Brands, Inc. | CLIMAFORCE | 6,124,190 | 1/23/2020 | 8/11/2020 |
| Mastic Home Exteriors, Inc. | DEFENDER PRO-3 | 6,157,954 | 3/10/2020 | 9/22/2020 |
| Mastic Home Exteriors, Inc. | MASTIC DEFENDER PRO-3 | 6,403,994 | 2/6/2019 | 6/29/2021 |
| Mastic Home Exteriors, Inc. | MASTIC WESTERN EXTREME | 5,933,244 | 8/6/2018 | 12/10/2019 |
| Ply Gem Industries, Inc. | ELEMENTS | 6,487,280 | 3/3/2020 | 9/14/2021 |
| Ply Gem Industries, Inc. | EUROGLIDE | 6,147,908 | 1/9/2018 | 9/8/2020 |
| Ply Gem Industries, Inc. | MADE FROM THE ELEMENTS. TO PROTECT AGAINST THE ELEMENTS. | 6,630,013 | 7/20/2020 | 1/25/2022 |
| Ply Gem Industries, Inc. | P PLY GEM ELEMENTS COMPOSITE SIDING. REDEFINED. & Design  | 6,487,489 | 6/12/2020 | 9/14/2021 |
| Ply Gem Industries, Inc. | P PLY GEM HOME DESIGN VISUALIZER & Design | 6,591,848 | 10/23/2020 | 12/14/2021 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|-----------------------------------|---|--------------------------------------|-------------|-------------------|
| |  | | | |
| Ply Gem Industries, Inc. | PLY GEM ELEMENTS | 6,487,281 | 3/23/2020 | 9/14/2021 |
| Ply Gem Industries, Inc. |  | 6,487,469 | 6/9/2020 | 9/14/2021 |
| Ply Gem Industries, Inc. | PLY GEM SNAP TIGHT | 6,014,361 | 7/2/2018 | 3/17/2020 |
| Simonton Building Products LLC | SIMONTON | 97/211,577 | 1/10/2022 | N/A |
| Variform, Inc. | TUCKTIGHT | 6,225,425 | 12/4/2019 | 12/22/2020 |
| Silver Line Building Products LLC | American Craftsman by P Ply Gem & Design  | 90/877,383 | 8/11/2021 | N/A |
| Silver Line Building Products LLC | American Craftsman by P Ply Gem & Stylized  | 90/877,424 | 8/11/2021 | N/A |
| Silver Line Building Products LLC | Design  | 90/877,415 | 8/11/2021 | N/A |
| NCI Group, Inc. | EDGECRAFT | 6667782 | 8/4/2020 | 3/8/2022 |
| NCI Group, Inc. |  | 90/804,526 | 6/30/2021 | N/A |
| Talus Systems, | CLIPSTONE & Design CLIPSTONE | 6,429,844 | 7/7/2020 | 7/20/2021 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|--------------------|--|---|-------------|-------------------|
| LLC | | | | |
| Talus Systems, LLC | CLIPSTONE & Design CLIPSTONE | 90/818,454 | 7/8/2021 | N/A |
| Talus Systems, LLC | IT'S THAT EASY | 97/151,319 | 12/1/2021 | N/A |