

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Termination and Release of Security Interest In Specified Trademark
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		08/19/2022	foreign banking corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Iguana Newco, LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5556135	METALWRAP

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: Max Lovrin, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Max Lovrin
SIGNATURE:	/Max Lovrin/
DATE SIGNED:	08/19/2022

Total Attachments: 5

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**ABL TERMINATION AND RELEASE OF
SECURITY INTEREST IN SPECIFIED TRADEMARK**

This ABL TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (the “ABL Termination and Release”), dated as of August 19, 2022, from UBS AG, STAMFORD BRANCH, in its capacity as collateral agent (the “Agent”) for the banks and other financial institutions that are parties to the ABL Credit Agreement, dated as of April 12, 2018 (as amended by the Borrower Joinder Agreement, dated as of April 13, 2018, Amendment No. 1, dated as of August 7, 2018, Amendment No. 2, dated as of October 15, 2018, the Lender Joinder Agreement, dated as of October 15, 2018, Amendment No. 3, dated as of November 14, 2018, Amendment No. 4, dated as of November 16, 2018, the ABL Joinder Agreement, dated as of November 16, 2018, the Lender Joinder Agreement, dated as of November 16, 2018, the Borrower Joinder Agreement, dated as of November 16, 2018, the Borrower Joinder Agreement, dated as of November 16, 2018, Amendment No. 5, dated as of September 4, 2020, Amendment No. 6, dated as of April 15, 2021, and Amendment No. 7, dated as of July 25, 2022, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the “Parent Borrower”), the Subsidiary Borrowers (as defined in the ABL Credit Agreement) from time to time party thereto, the several banks and other financial institutions from time to time party thereto and the Agent, is granted to and in favor of IGUANA NEWCO, LLC, a Delaware limited liability company (“Iguana”), having a business address at 251 Little Falls Drive, Wilmington, Delaware 19808 and NCI GROUP, INC., a Nevada corporation, having a principal place of business at 5020 Weston Parkway, Cary, North Carolina 27513 (“NCI” and, together with Iguana, the “Grantors”), the predecessor in title to the Specified Trademarks (as defined below). Capitalized terms used herein without definition are used as defined in the U.S. Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the ABL Credit Agreement, the Parent Borrower and certain Domestic Subsidiaries (as defined in the ABL Credit Agreement) of the Parent Borrower from time to time party thereto and the other parties thereto have executed and delivered an ABL U.S. Guarantee and Collateral Agreement, dated as of April 12, 2018 (as supplemented by the Assumption Agreement, dated as of April 13, 2018, the Supplemental Agreement, dated as of April 13, 2018, the Assumption Agreement, dated as of October 15, 2018, the Supplemental Agreement, dated as of October 15, 2018, the Joinder and Release, dated as of November 16, 2018, the ABL Joinder Agreement, dated as of November 16, 2018, the Assumption Agreement, dated as of November 16, 2018, the Supplemental Agreement, dated as of November 16, 2018, the Assumption Agreement, dated as of February 20, 2019, the Supplemental Agreement, dated as of February 20, 2019, the Assumption Agreement, dated as of May 29, 2020, the Supplemental Agreement, dated as of May 29, 2020, the Assumption Agreement, dated as of June 29, 2021, the Supplemental Agreement, dated as of June 29, 2021, the Assumption Agreement, dated as of January 6, 2022, the Supplemental Agreement, dated as of January 6, 2022, the Assumption Agreement, dated as of April 22, 2022 and the Supplemental Agreement, dated as of April 22, 2022, the Holdings Joinder, dated as of July 25, 2022, the Assumption

Agreement, dated as of July 25, 2022, and the Supplemental Agreement, dated as of July 25, 2022, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “U.S. Guarantee and Collateral Agreement”), in favor of the Agent;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of November 16, 2018, and that certain Assumption Agreement, dated as of June 29, 2021, each in favor of the Agent, NCI and Iguana, respectively, became parties to the U.S. Guarantee and Collateral Agreement;

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in certain Collateral, including all of such Grantor’s Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the U.S. Guarantee and Collateral Agreement, NCI, Robertson-Ceco II Corporation, a Delaware corporation, and the Agent entered into an ABL Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 16, 2018 (the “ABL Trademark Security Agreement”), which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 16, 2018 at Reel/Frame 6483/0412;

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of June 27, 2022 and recorded in the Trademark Division of the United States Patent and Trademark Office on June 27, 2022 at Reel/Frame 7763/0162, NCI assigned, transferred and conveyed to Iguana all of NCI’s rights, title and interest in and to the Trademark, along with the goodwill of the business symbolized by and associated with the trademark listed on Schedule I hereto (the “Specified Trademark”); and

WHEREAS, pursuant to that certain ABL Release, dated as of August 19, 2022 (the “ABL Release”), the Parent Borrower requested the release of the Specified Trademark, and the Agent now desires to terminate and fully release the entirety of its liens and Security Interest in the Specified Trademark of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and upon the terms set forth in this ABL Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges any and all liens and Security Interest in the Specified Trademark, including any security interests in all associated common law trademark rights in the Specified Trademark.

2. Limitation. This ABL Termination and Release is applicable only and solely with respect to the Specified Trademark and to no other Collateral arising under the U.S. Guarantee and Collateral Agreement or the ABL Trademark Security Agreement (the “Retained Collateral”). The Agent retains all security interest, liens, rights, titles and interests pledged and

granted to the Agent under the U.S. Guarantee and Collateral Agreement and the ABL Trademark Security Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this ABL Termination and Release.

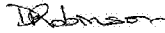
3. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantors all further releases and other documents, and take all other actions as the Grantors may reasonably request in writing, all at the Grantors' sole cost and expense, for the purpose of obtaining the release of the Security Interest in the Specified Trademark.

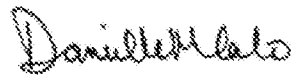
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IN WITNESS WHEREOF, the undersigned has executed this ABL Termination and Release by its duly authorized officer as of the date first above written.

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Dionne Robinson
Title: Associate Director

By: 
Name: Danieffe Calo
Title: Associate Director

SCHEDULE I

Specified Trademark

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
United States	METALWRAP	5556135	12/09/2015	09/04/2018

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