

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vector Windows, Inc.		03/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4147928	VECTOR	
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:	240-392-0017		
Email:	requests@independencelawsupport.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	PO Box 1807		
Address Line 4:	Greenbelt, MARYLAND 20768		
NAME OF SUBMITTER:	Elspeth Callahan		
SIGNATURE:	/Elspeth Callahan/		
DATE SIGNED:	03/23/2023		
Total Attachments: 6			
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OP \$40.00 4147928

TRADEMARK SECURITY AGREEMENT

This Agreement is made as of March 22, 2023 by and among the party listed on the signature pages hereof as Debtor (the “**Debtor**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtor, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor granted to the Administrative Agent a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

The Debtor represents and warrants that it owns each of the Specified Trademarks indicated with respect to it on Schedule A, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent's security interest in the Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

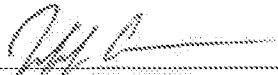
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTOR:

VECTOR WINDOWS, INC.

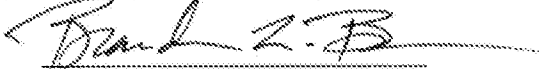
By: 
Name: Jeff Ackerson
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008012 FRAME: 0260

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Brandon Brauer

Title: Authorized Officer

Schedule A
TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
USA	Vector Windows, Inc. (formerly known as Vinylite Windows, LLC)	VECTOR	Non-metal windows and doors	July 26, 2011	85380641	May 22, 2012	4147928