# OP \$90.00 3503483

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM830290

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/02/2023	National Banking Association: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JELD-WEN, Inc.
Street Address:	2645 Silver Crescent Dr
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28273
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3503483	ANEETA
Registration Number:	4694115	
Registration Number:	4023106	CLEARSTEP

### **CORRESPONDENCE DATA**

**Fax Number:** 4803855061

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:** 4803855060

**Email:** jeld-wentrademark@lkglobal.com

Correspondent Name: Deborah K. Henscheid

**Address Line 1:** 7501 E. McCormick Pkwy, Ste. 105 South

Address Line 4: SCOTTSDALE, ARIZONA 85258

NAME OF SUBMITTER:	Deborah Henscheid	
SIGNATURE:	/DEBORAH HENSCHEID/	
DATE SIGNED:	08/08/2023	

### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "<u>Trademark Release</u>") dated August 2, 2023, and effective as of December 6, 2018, is granted by Bank of America, N.A. ("<u>BofA</u>"), as Administrative Agent for the Secured Parties as defined under the security agreements referenced below, in favor of JELD-WEN, Inc., (the "<u>Grantor</u>") with respect to the Released Trademark Collateral (as defined below).

### WITNESSETH:

WHEREAS, on October 15, 2014, Grantor executed and delivered a Term Loan Pledge and Security Agreement, as amended as of December 14, 2017 (as amended, the "Term Loan Pledge and Security Agreement") in favor of the Administrative Agent, pursuant to which Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest in all of the Grantor's right, title and interest in and to all Intellectual Property (as defined therein) then owned or thereafter acquired;

WHEREAS, on March 7, 2017, pursuant to the Term Loan Pledge and Security Agreement, BofA, as Administrative Agent, and Grantor entered into a Term Loan Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office on March 8, 2017, at Reel/Frame 6004/0593 (the "2017 Trademark Security Agreement");

WHEREAS, pursuant to the 2017 Trademark Security Agreement, Grantor granted, mortgaged and pledged to BofA for the benefit of the Secured Parties a security interest in certain Trademark Collateral (as defined in the 2017 Trademark Security Agreement);

WHEREAS, on December 6, 2018, Grantor made an assignment of all of Grantor's right, title, and interest in and to all of the following (collectively, the "Released Trademark Collateral") to its affiliate, Aneeta Window Systems (VIC) Pty Ltd:

- (a) the trademarks set forth on <u>Schedule A</u> hereto;
- (b) all state and federal registrations and applications therefor, and rights to apply for, and to claim priority from, such rights, and all related rights and similar or equivalent rights or forms of protection which subsist now or will subsist in the future;
- (c) the present and future goodwill of the business associated with the trademarks; and
- (d) all rights of action, powers and benefits in, of and to the trademarks, due or accrued, including the right to sue for and recover, in assignee's

own name and that of its successors, assigns and other legal representatives, all remedies of every nature (including without limitation injunctive relief, damages, profits, costs and attorney fees) arising out of past infringement, misappropriation or dilution of the trademarks or injury to the related goodwill;

WHEREAS, pursuant to the Term Loan Pledge and Security Agreement such assignment automatically released the security interest granted in such Released Trademark Collateral, to the extent it was included in the Trademark Collateral (as defined in the 2017 Trademark Security Agreement);

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate dated as of the date hereof, BofA has without warranty, express or implied and without recourse to it agreed to release, discharge, terminate and cancel its security interest in the Released Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BofA hereby agrees as follows:

- 1. BofA hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges the security interest in the Released Trademark Collateral granted to BofA under the Term Loan Pledge and Security Agreement and/or 2017 Trademark Security Agreement. BofA acknowledges and agrees that the 2017 Trademark Security Agreement provided for a grant of security interest in the Trademark Collateral and not an assignment thereof.
- 2. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Trademark Release against the trademarks set forth on <a href="Schedule A">Schedule A</a> attached hereto. BofA agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Trademark Release.
- 3. BofA hereby represents and warrants that it has full authority to execute and deliver this Trademark Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Released Trademark Collateral, at Grantor's request, BofA will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.
- 4. This Trademark Release shall be governed by and construed in accordance with the law of the State of New York.
- 5. This Trademark Release shall be binding upon BofA's representatives, successors, assigns and transferees.

6. The Trademark Release may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be executed by its duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A.

Name: Denise Jones

Title: Vice President

**REEL: 008159 FRAME: 0470** 

## SCHEDULE A

Trademark	Serial No.	Reg. No.	Reg. Date

ANEETA	77030539	3503483	Sep. 23, 2008
	86010052	4694115	Mar. 03, 2015
CLEARSTEP	77578732	4023106	Sep. 06, 2011

TRADEMARK REEL: 008159 FRAME: 0471

**RECORDED: 08/08/2023**