

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Janus International Group, LLC		12/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square		
Internal Address:	MD: 10908F		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2805753	JANUS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010519-0003		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$40.00 2805753

Date:

12/12/2013

Total Attachments: 4

source=Grant of Security Interest in Trademarks (Executed)#page1.tif

source=Grant of Security Interest in Trademarks (Executed)#page2.tif

source=Grant of Security Interest in Trademarks (Executed)#page3.tif

source=Grant of Security Interest in Trademarks (Executed)#page4.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

December 11, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Janus International Group, LLC, a Delaware limited liability company, having an office at 135 Janus International Boulevard, Temple, Georgia, 30179 (the "Grantor"), hereby grants to Fifth Third Bank, an Ohio banking corporation, having an office at 38 Fountain Square, MD: 10908F, Cincinnati, Ohio, 45263, in its capacity as administrative agent for certain secured parties, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Agent"), a continuing security interest in and lien upon the following (except as such may be considered Excluded Collateral): (i) all of the Grantor's right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Agent under the Security Agreement by and among, among others, the Grantor and Agent dated as of December 11, 2013 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant shall terminate and the security interest in the Marks shall be released in accordance with the terms and provisions of the Security Agreement.

This Grant shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant of Security Interest in Trademarks to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

JANUS INTERNATIONAL GROUP, LLC

By: _____

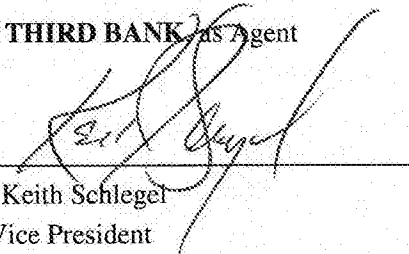


A handwritten signature in cursive script, appearing to read "David B. Curtis", is written over a horizontal line.

Name: David B. Curtis

Title: Chief Executive Officer and President

FIFTH THIRD BANK as Agent

By: 
Name: Keith Schlegel
Title: Vice President

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005174 FRAME: 0112

SCHEDULE A
Trademarks

<u>Mark</u>	<u>Registration Date or Application Date</u>	<u>Serial No. or Reg. No.</u>	<u>Registrant</u>
JANUS	January 13, 2004	2805753	Janus International Group, LLC

Schedule A to Grant of Security Interest in Trademarks

RECORDED: 12/12/2013

TRADEMARK
REEL: 005174 FRAME: 0113