

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermo-Tech Windows, LLC		08/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Orix Corporate Capital Inc.		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2925332	THERMO-TECH	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	46465-0047		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	09/01/2015		
Total Attachments: 5			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SECURED OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SENIOR SUBORDINATION AGREEMENT”) DATED AS OF AUGUST 31, 2015 AMONG TEXAS CAPITAL BANK, NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND PERMITTED ASSIGNS, THE “SENIOR LENDER”), ORIX CORPORATE CAPITAL INC. (TOGETHER WITH ITS SUCCESSORS AND PERMITTED ASSIGNS, THE “JUNIOR LENDER”), THERMO-TECH WINDOWS, LLC (“COMPANY”) TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANY PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AUGUST 31, 2015 BY AND AMONG COMPANY AND THE SENIOR LENDER (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “CREDIT AGREEMENT”); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SENIOR SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2015 (this “*Agreement*”), is between **THERMO-TECH WINDOWS, LLC**, a Delaware limited liability company (the “*Grantor*”), and **ORIX CORPORATE CAPITAL INC.**, a Delaware corporation (“*Purchaser*”).

RECITALS:

WHEREAS, reference is made to that certain Subordinated Note Purchase Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the “*Note Purchase Agreement*”), by and among Grantor and Purchaser;

WHEREAS, in consideration of the extensions of credit and other accommodations of Purchaser as set forth in the Note Purchase Agreement, Grantor has agreed to secure all Grantors’ obligations under the Loan Documents (as defined in the Note Purchase Agreement), as set forth in that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) between Grantor and Purchaser;

WHEREAS, pursuant to the Security Agreement, Grantor granted to Purchaser a continuing security interest in certain Collateral, and Grantor has agreed to execute and deliver this Agreement to further evidence the security interest in the Trademarks (as herein defined) and Trademark Licenses (as herein defined); and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and Purchaser agree as follows:

EXECUTION VERSION

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Purchaser a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all of the following property of Grantor (collectively, the "*Trademark Collateral*"):

- a. All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in *Schedule 1* (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "*Trademarks*").
- b. Any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in *Schedule 1* (as such schedule may be amended or supplemented from time to time) (collectively, "*Trademark Licenses*").

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Purchaser pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

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SIGNATURE PAGES FOLLOW.]**

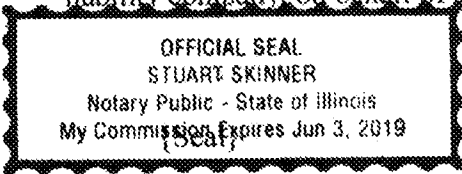
GRANTOR:

THERMO-TECH WINDOWS, LLC, a Delaware limited liability company

By: *Mark A. Bounds*
Mark A. Bounds
Vice President

STATE OF ILLINOIS
COUNTY OF LAKE

This instrument was acknowledged before me this 28 day of AUGUST, 2015, by Mark A. Bounds, as Vice President of Thermo-Tech Windows, LLC, a Delaware limited liability company, on behalf of such entity.



Stuart Skinner
Notary Public

My commission expires: 6/3/19


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SIGNATURE PAGE FOLLOWS.]

Signature page to
Trademark Security Agreement

PURCHASER:

ORIX CORPORATE CAPITAL INC.

By: _____

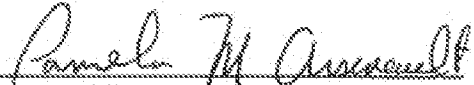

Mark Campbell
Authorized Representative

STATE OF Texas)

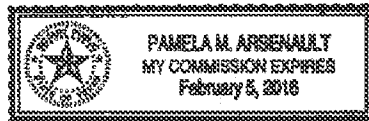
COUNTY OF Dallas)

This instrument was acknowledged before me this 31st day of August, 2015, by Mark Campbell, as Authorized Representative of ORIX Corporate Capital Inc., a Delaware corporation, on behalf of such entity.

(Seal)


Notary Public

My commission expires: 2-5-16



Signature page to
Trademark Security Agreement

44-365-0147
DAW09265483

TRADEMARK
REEL: 005613 FRAME: 0153

**Schedule 1
to
Trademark Security Agreement**

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
None		

Trademarks

TRADEMARK	TRADEMARK REG./APP NO.	REG/APP DATE
Thermo-Tech	2925332	February 8, 2005

**Schedule 1
To Trademark Security Agreement**

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