

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN PROFILES USA, INC.		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 943		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3421026	ADDISON	
Registration Number:	4459960	CONCERTO	
Registration Number:	2708400	DIVA	
Registration Number:	1888501	EVEREST	
Registration Number:	4548014	G GENESIS CELLULAR WINDOW SYSTEM BY ROYA	
Registration Number:	2795293	JAZZ	
Registration Number:	4773768	ORCHESTRA	
Registration Number:	4324377	OVERTURE	
Registration Number:	3380211	PERFORMER	
Registration Number:	1873869	T	
Registration Number:	4275831	THE ECO WINDOW	
Registration Number:	1452143	THERMOPLAST	
Registration Number:	3904521	VIVALDI	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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>			

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Phone: 703-712-5352
Email: jmiller@mcguirewoods.com
Correspondent Name: Joyce Miller
Address Line 1: 1750 Tysons Blvd.
Address Line 2: Suite 1800
Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 2068279-5032

NAME OF SUBMITTER: Joyce Miller

SIGNATURE: /Joyce Miller/

DATE SIGNED: 04/01/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this **Agreement**) made as of this **31st** day of March, 2016, by **NORTH AMERICAN PROFILES USA, INC.**, a Delaware corporation (**Grantor**), in favour of **BANK OF AMERICA, N.A.**, in its capacity as agent for the Secured Parties (as defined in the U.S. Security Agreement referenced below) (in such capacity, together with any successor and permitted assigns, **Agent**).

WITNESSETH

WHEREAS, Grantor, Agent, the other Obligors party thereto and the Lenders (as defined therein) from time to time party thereto are parties to that certain Loan and Security Agreement, dated as of March 31, 2016 (as the same may be amended or otherwise modified from time to time, the **Loan Agreement**); and

AND WHEREAS, pursuant to the Loan Agreement, the Grantor and the Agent have entered into a U.S. Security Agreement dated as of March 31, 2016 (as the same may be amended or otherwise modified from time to time, the **Security Agreement**) pursuant to which the Grantor has granted to Agent, for the benefit of all present and future Secured Parties, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Reference to Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Trademark. The term **Trademark Collateral** shall mean all of Grantor's trademarks and trademark applications, including, without limitation, the goodwill of the business connected with the use of, and symbolized by, each such trademark and those trademarks and trademark applications listed on Schedule 1 attached hereto and made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for the benefit of all present and future Secured Parties, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral, whether now owned or existing and hereafter created, acquired or arising, including the following:

(i) each trademark and trademark application listed on Schedule 1 attached hereto, together with any renewals and extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark.

4. Release of Security Interest. Upon Full Payment of all Obligations and the termination of the Security Agreement, Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

5. Security Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the

provisions of the Security Agreement, the provisions of the Security Agreement shall take precedence over those contained herein and, in particular, if any act of Grantor is expressly permitted under the Security Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Security Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This Agreement may be sold, assigned or transferred by Agent and the other Secured Parties in accordance with the terms of the Security Agreement.

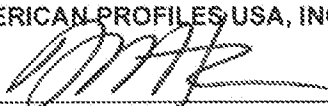
6. Filing with USPTO. The Grantor hereby authorizes this Agreement to be filed with the United States Patent and Trademark Office as a notice of security interest on the Trademark Collateral.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORTH AMERICAN PROFILES USA, INC.

Per: _____


Name: Daniel Abrams

Title: President

SCHEDULE 1

TRADEMARKS

Trademark	Application No.	Application Filing Date	Registration No.	Registration Date	Status
ADDISON	78/712,609	9/14/2005	3,421,026	4/29/2008	Registered
CONCERTO	85/720,701	9/5/2012	4,459,960	12/31/2013	Registered
DIVA	76/147,011	10/16/2000	2,708,400	4/22/2003	Registered
EVEREST and Design	74/411,937	7/12/1993	1,888,501	4/11/1995	Registered
G GENESIS CELLULAR WINDOW SYSTEM BY ROYAL and Design	85/457,598	10/27/2011	4,548,014	6/10/2014	Registered
JAZZ	76/136,048	9/27/2000	2,795,293	12/16/2003	Registered
ORCHESTRA	86/214,558	3/7/2014	4,773,768	7/14/2015	Registered
OVERTURE	85/720,525	9/5/2012	4,324,377	4/23/2013	Registered
PERFORMER	77/045,790	11/16/2006	3,380,211	2/12/2008	Registered
T and Design	74/410,175	7/8/1993	1,873,869	1/17/1995	Registered
THE ECO WINDOW and design	85/673769	7/11/2012	4275831	1/15/2013	Registered
THERMOPLAST (Stylized)	73/560,313	9/26/1985	1,452,143	8/11/1987	Registered
VIVALDI	76/650,787	11/18/2005	3,904,521	1/11/2011	Registered

TRADEMARK APPLICATIONS

None.