

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunsetter Products Limited Partnership		04/05/2016	Limited Partnership: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	301 S. Tryon St.
Internal Address:	Floor M7; Code D1129-072
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28282
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1569810	SUNSETTER
Registration Number:	2114599	TOPFLIGHT
Registration Number:	2305394	RAINAWAY ARCHES
Registration Number:	3071607	VISTA
Registration Number:	3112475	EASYSHADE
Registration Number:	3606896	THE TAHOE COLLECTION
Registration Number:	3609573	THE SONOMA COLLECTION
Registration Number:	3609574	THE NANTUCKET COLLECTION
Registration Number:	3609575	THE SAVANNAH COLLECTION
Registration Number:	3609576	THE NEWPORT COLLECTION
Registration Number:	3640987	SUNSETTER OASIS
Registration Number:	4542282	S
Registration Number:	4609136	PERFECTLOOK

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

OP \$340.00 1569810

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 025646-0676

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 04/06/2016

Total Attachments: 6

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page1.tif

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page2.tif

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page3.tif

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page4.tif

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page5.tif

source=Springs (Sunsetter Joinder) - WF - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2016, is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association (as successor by assignment to General Electric Capital Corporation) ("Wells Fargo"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 4, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Wells Fargo (as successor by assignment to General Electric Capital Corporation), as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 4, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to Wells Fargo, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Wells Fargo, as Agent hereunder, are subject to the provisions of the Amended and Restated Intercreditor Agreement dated as of January 6, 2016, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo (as successor by assignment to General Electric Capital Corporation), as ABL Agent, Wilmington Trust, National Association, as Term Agent and U.S. Bank National Association, as Notes Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SUNSETTER PRODUCTS
LIMITED PARTNERSHIP, a
Massachusetts limited partnership

By: SWF Sky Holdings, LLC,
its general partner

By: 

Name: Scott A. Fawcett

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent

By: *Anne Sasal*
Name: ANNE SASAL
Title: VICE PRESIDENT


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005766 FRAME: 0862

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK / DESIGN	APPL. NUMBER	REG. NUMBER	FILING DATE	REG. DATE	STATUS
SUNSETTER	73798992	1,569,810	5/10/1989	12/5/1989	Registered
TOPFLIGHT	75018089	2,114,599	11/13/1995	11/18/1997	Registered
RAINAWAY ARCHES	75447652	2,305,394	3/10/1998	1/4/2000	Registered
VISTA	76619873	3,071,607	11/8/2004	3/21/2006	Registered
EASYSHADE	76619872	3,112,475	11/8/2004	7/4/2006	Registered
THE TAHOE COLLECTION	77299562	3,606,896	10/9/2007	4/14/2009	Registered
THE SONOMA COLLECTION	77299519	3,609,573	10/9/2007	4/21/2009	Registered
THE NANTUCKET COLLECTION	77299534	3,609,574	10/9/2007	4/21/2009	Registered
THE SAVANNAH COLLECTION	77299551	3,609,575	10/9/2007	4/21/2009	Registered
THE NEWPORT COLLECTION	77299572	3,609,576	10/9/2007	4/21/2009	Registered
SUNSETTER OASIS	77502584	3,640,987	6/19/2008	6/16/2009	Registered
	86005383	4,542,282	7/9/2013	6/3/2014	Registered
PERFECTLOOK	86187761	4,609,136	2/7/2014	9/23/2014	Registered

2. TRADEMARK APPLICATIONS

TRADEMARK / DESIGN	APPL. NUMBER	REG. NUMBER	FILING DATE	REG. DATE	STATUS
SEQUOIA	86/808,010	N/A	11/3/2015	N/A	Pending