

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395842

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MI Windows and Doors, LLC		08/17/2016	Limited Liability Company: DELAWARE
MI Profiles, LLC		08/17/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	25 S. Charles Street, 18th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4854681	BLACK INK VENTURES
Registration Number:	4024427	E-\$AVER ECONOMICAL AND ENERGY EFFICIENT
Registration Number:	3240247	STORMARMOR
Registration Number:	3177498	XACT
Registration Number:	3233969	BETTERBILT
Registration Number:	3149233	MI WINDOWS AND DOORS
Registration Number:	3069851	BB
Registration Number:	3177494	CUSTOMER CARE
Registration Number:	3151355	CAPITOL
Registration Number:	3318963	MI WINDOWS AND DOORS
Registration Number:	1439817	CAPITOL
Registration Number:	3230199	PROPLASTIX
Registration Number:	3230200	PROPLASTIX
Registration Number:	3392396	HOMERITE
Registration Number:	3623962	HOMERITE WINDOWS AND DOORS
Registration Number:	3623963	HOMERITE
Registration Number:	4318750	COMFORTEK

OP \$490.00 4854681

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4318890	TRIGUARD
Registration Number:	4318891	SPLENDOR

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

Email: angie.wicker@alston.com

Correspondent Name: Sarah LaFantano

Address Line 1: 1201 West Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sarah P. LaFantano
SIGNATURE:	/Sarah P. LaFantano/
DATE SIGNED:	08/22/2016

Total Attachments: 7

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- source=MIWD - Grant of Security Interest in TMs#page2.tif
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of August 17, 2016, made by MI WINDOWS AND DOORS, LLC, a Delaware limited liability company ("MI"), and MI PROFILES, LLC, a Delaware limited liability company ("MI Profiles"); and together with MI, each a "Grantor" and collectively, the "Grantors"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Administrative Agent and Collateral Agent (in such capacity, the "Agent") for the Secured Parties in connection with the Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, MIWD Holding Company LLC, General Aluminum Sales & Service, LLC, the financial institutions from time to time party thereto as Lenders, the Agent and the other parties thereto (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Grantors and the other Borrowers subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement.

2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to all trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those trademarks set forth on Schedule I hereto (the "Trademarks") and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing in whatever form and all collateral security and guarantees given

by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Credit Agreement. The Credit Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

* * *


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IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MI WINDOWS AND DOORS, LLC,
as a Grantor

By: 
Name: Matt DeSoto
Title: CEO

MI PROFILES, LLC,
as a Grantor

By: 
Name: Matt DeSoto
Title: CEO

[Signatures continue on following page]

[Signature Page to Grant of Security Interest in Trademarks]







TRADEMARK
REEL: 005861 FRAME: 0197

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Agent

By: Maryanne Gruys
Name: Maryanne Gruys
Title: Admin VP

SCHEDULE I

Trademark Registrations

Trademark	Serial Number	Registration Number	Registration Date	Owner
MI PROFILES	N/A	87083290	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
MI PROFILES and Design 	N/A	87082966	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
MIWD and Design 	N/A	86311627	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
MIWD	N/A	86309399	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
MI and Design 	N/A	86886946	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
MI WINDOWS AND DOORS and Design 	N/A	86886881	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
EXPERIENCE CLARITY	N/A	86886999	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
BLACK INK VENTURES and Design 	4854681	86574792	11/17/2015	MI Windows and Doors, LLC, a Delaware limited liability company
SEEING YOU THROUGH	N/A	85908323	N/A	MI Windows and Doors, LLC, a Delaware limited liability company
ECO WINDOWS AND DOORS & Design 	3942752	77905746	04/12/2011	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)

Trademark	Serial Number	Registration Number	Registration Date	Owner
E-SAVER ECONOMICAL AND ENERGY EFFICIENT 	77825598	4024427	09/31/2011	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
STORMARMOR 	76627421	3240247	05/08/2007	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
XACT & Design 	76614372	3177498	11/28/2006	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
BETTERBILT	76614369	3233969	04/24/2007	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
MI WINDOWS AND DOORS & Design 	76614089	3149233	09/26/2006	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
BB & Design 	76612986	3069851	03/21/2006	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
CUSTOMER CARE & Design 	76612985	3177494	11/28/2006	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
CAPITOL & Design 	76610958	3151355	10/03/2006	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
MI WINDOWS AND DOORS	76564576	3318963	10/23/2007	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
CAPITOL	73624048	1439817	05/19/1987	MI Windows and Doors, LLC, a Delaware limited liability company (f/k/a MI Windows and Doors, Inc., a California corporation)
PROPLASTIX & Design 	76586956	3230199	04/17/2007	MI Profiles, LLC, a Delaware limited liability company (f/k/a Proplastix International, Inc., a Florida corporation)

Trademark	Serial Number	Registration Number	Registration Date	Owner
PROPLASTIX	76586957	3230200	04/17/2007	MI Profiles, LLC, a Delaware limited liability company (f/k/a Proplastix International, Inc., a Florida corporation)
HOMERITE	77013247	3392396	03/04/2008	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)
HOMERITE WINDOWS AND DOORS	77352326	3623962	05/19/2009	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)
HOMERITE	77352359	3623963	05/19/2009	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)
COMFORTEK	85606224	4318750	04/09/2013	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)
TRIGUARD	85648188	4318890	04/09/2013	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)
SPLENDOR	85648191	4318891	04/09/2013	MI Windows and Doors, LLC, a Delaware limited liability company (as successor in interest to HomeRite Improvements, Inc., a Florida corporation)