

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Partners Fund LP		06/12/2015	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	G.A.A.C. L.L.C.		
Street Address:	616 SELFIELD ROAD		
City:	Selma		
State/Country:	ALABAMA		
Postal Code:	36703		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	72167095	ACOUSTA-PANE	
Serial Number:	73156645	CHEM-TEM	
Serial Number:	78592339	CRG	
Serial Number:	72222802	FROST-LITE	
Serial Number:	73711317	SECUR-LITE 4X	
Serial Number:	78592431	SECUR-TEM	
Serial Number:	73658441	SECUR-TEM+POLY	
Serial Number:	73461011	SKY-SLOPE	
Serial Number:	75312933	WIND-PANE	
Serial Number:	73017922	LEXGARD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sarah@nodiapl.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	1227 SPruce Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		

OP \$265.00 72167095

NAME OF SUBMITTER:	Craig Neugeboren
SIGNATURE:	/Craig Neugeboren/
DATE SIGNED:	10/27/2016
Total Attachments: 7 source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page1.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page2.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page3.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page4.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page5.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page6.tif source=CGH - Monroe Payoff Letter (Executed) 2015-06-12#page7.tif	



Monroe Capital®

Innovative Capital Creating Value

June 12, 2015

G.A.A.G., L.L.C.
c/o Grey Mountain Partners, LLC
1470 Walnut Street, Suite 400
Boulder, CO 80302
Attention: Jeff Vincent, Managing Director

Re: Pay-Off Letter

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of April 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CONSOLIDATED GLASS HOLDINGS, INC. (formerly known as GSG Acquisition, Inc.), a Delaware corporation, G.A.A.G., L.L.C., an Alabama limited liability company, GSGRP, LLC, an Alabama limited liability company, CUSTOM COMPONENTS COMPANY ACQUISITION LLC, a Delaware limited liability company, COLUMBIA COMMERCIAL BUILDING PRODUCTS ACQUISITION LLC, a Delaware limited liability company, HAWKINS ARCHITECTURAL PRODUCTS, LLC, a Delaware limited liability company, OCALA, LLC, a Delaware limited liability company, and SHAW GLASS HOLDINGS, LLC, a Delaware limited liability company (collectively, "Borrowers"), the Lenders (as defined in the Credit Agreement), and MONROE CAPITAL PARTNERS FUND LP, a Delaware limited partnership ("Agent")

Pursuant to the terms of the Credit Agreement and the other documents related thereto (collectively, the "Loan Documents"), Borrowers have granted to Agent, for the benefit of the Lenders, security interests on certain assets of Borrowers (the "Collateral") to secure the obligations under the Loan Documents. Borrowers have advised Agent that Borrowers intend to (a) terminate their obligations under the Loan Documents, (b) repay in full all principal, interest and fees outstanding, accrued and unpaid under the Loan Documents and to pay other monetary obligations of Borrowers accrued and owing under the Loan Documents, including amounts payable as of the Computation Date pursuant to any indemnity or expense reimbursement provisions thereof (the amounts described in this clause (b) being referred to as the "Designated Obligations"), and (c) obtain the release of the security interests granted to Agent, for the benefit of the Lenders, in the Collateral. Borrowers have requested that Agent provide Borrowers with pay-off figures for amounts outstanding under the Loan Documents.

The full aggregate amount of the Designated Obligations as of June 12, 2015 (the "Computation Date") under the Loan Documents is \$10,384,493.46 and is calculated as follows

(5506951:)

311 South Wacker Drive, Suite 6400
Chicago, IL 60606
Tel (312) 258-8300 • Fax (312) 258-8350
www.monroecap.com

TRADEMARK

REEL: 005910 FRAME: 0227

(collectively, the "Pay-Off Amount") (with wire transfer instructions for such Pay-Off Amount set forth below the Pay-Off Amount):

Term Loan – Principal	\$10,027,165.56
Term Loan – Accrued Interest	\$52,642.62
Revolving Loan – Accrued Interest	\$3,435.28
Legal Fees	\$1,250.00
Deferred Interest (pursuant to Agent Fee Letter)	\$300,000.00
Total:	<u>\$ 10,384,493.46</u>

Wire Transfer Instructions:

Payee Bank: Bank of America
Bank Location: Chicago, Illinois
Bank ABA #: 026-009-593
Payee Name: Monroe Capital Management Advisors Funding Account
Payee Acct Number: 5800987983

The Pay-Off Amount is required to be received by Agent by 2:00 p.m. (Chicago time) on the Computation Date. In the event that the Pay-Off Amount is not received by 2:00 p.m. (Chicago time) on the Computation Date, the Pay-Off Amount will be increased by \$4,111.79 (the "Per Diem Amount") and by an identical amount for each day after the Computation Date until the date that the Lender actually receives the Pay-Off Amount and the required Per Diem Amount(s). "Pay-Off Date" shall mean the date upon which the following has occurred: (a) the receipt by Agent of payment in full of the Pay-Off Amount and any required Per Diem Amount(s) in immediately available funds and (b) the receipt by Agent of this letter signed by Borrowers ((a) and (b), collectively, the "Pay-Off Conditions").

Immediately upon, and effective as of, the satisfaction of the Pay-Off Conditions, (a) the commitments of Agent and the Lenders to make advances to Borrowers shall terminate, (b) the obligation of Agent and the Lenders to issue letters of credit to Borrowers shall terminate, (c) the obligations of Borrowers under the Loan Documents shall be fully paid and discharged, (d) all liens and security interests granted by Borrowers to Agent, for the benefit of the Lenders, with respect to the obligations under the Loan Documents shall, without any further action by Agent or the Lenders or Borrowers, be terminated and released in full, and (e) the Loan Documents shall terminate and have no further force and effect, except for such provisions which by their express terms survive termination of the commitment to make advances and repayment of the loans and other obligations under the Credit Agreement (it being understood that such obligations shall not be secured).

Notwithstanding the preceding sentence, Borrowers acknowledge and agree that their obligations and liabilities under the Loan Documents shall be reinstated with full force and effect, if at any time after the Pay-Off Date all or any portion of the Pay-Off Amount and any required Per Diem Amount(s) paid to Agent, for the benefit of the Lenders, is voided or rescinded or must otherwise be returned by Agent or any of the Lenders to Borrowers or other party upon Borrowers' insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

Borrowers hereby agree that Agent and the Lenders shall not be responsible for the expenses of Agent or the Lenders in connection with the release of Agent or the Lenders' security interests and liens described above. Borrowers hereby agree to reimburse Agent and the Lenders promptly upon demand with respect to all expenses (including legal fees and expenses) incurred by Agent or the Lenders in termination of their security interests and liens in the property of Borrowers.

Agent and the Lenders hereby authorize Borrowers and Borrowers' counsel, at Borrowers' sole cost and expense, to prepare and, after the Pay-Off Date and confirmation by Agent of receipt of payment of the Pay-Off Amount and any required Per Diem Amount(s), to file and record such UCC termination statements and other releases as Borrowers or their counsel may reasonably determine to be necessary to effectuate or evidence the termination and release of the above referenced security interests and liens, including, without limitation, UCC termination statements with respect to UCC Financing Statement Nos. DE 20121481698, DE 20121481524, DE 20121481649, DE 20121481599, DE 20121481805, DE 20124164671, AL B12-0217785FS, AL B12-0217779FS, and AL 2012109. Agent, on behalf of the Lenders, further agrees, at Borrowers' sole cost and expense, (a) to promptly deliver to Borrowers all Collateral in its possession, together with any powers or similar documents associated therewith, (b) to execute and deliver to Borrowers, after the Pay-Off Date such other documents, instruments, agreements, instructions, releases and termination statements as Borrowers may reasonably request, including, without limitation, with respect to that certain: (i) Future Advance Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded at Book 1477, Page 638 of the Dallas County, Alabama land records and (ii) Notice of Security Interest filed at Reel/Frame 4766/0672 of the United States Patent and Trademark Office; and (c) to take such other actions as Borrowers may reasonably request in connection with the above-described release of liens and security interests granted to Agent for the benefit of the Lenders.

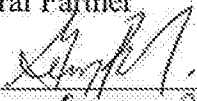
As further consideration for Agent, on behalf of the Lenders, entering into this letter, Borrowers, in all capacities, and on behalf of their current and former employees, agents, executors, successors and assigns, releases Agent and the Lenders and their respective current and former officers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors, and assigns (collectively, the "Lender Group") from any liability, right, or Claim and Cause of Action (as defined below) that exists now or arises later, whether known or unknown, foreseen or unforeseen, that arises from or is in any way related to facts existing on the date of this letter or related directly or indirectly to any event, act, or omission occurring on or before the date of this letter. This includes claims related to (a) actions taken, not taken, or allowed to be taken by Agent or the Lenders or any other member of the Lender Group under the Loan Documents; (b) Borrowers' relationship with Agent and any other member of the Lender Group; (c) any oral agreements; and (d) any banking relationships that Borrowers have or had with Agent or any other member of the Lender Group. "Claims and Causes of Action" means any and all past, present or future claims, causes of action, theories of recovery, lawsuits, demands, obligations, debts, accounts, bills, workers compensation benefits, medical services and expenses, attorneys' fees and expenses, covenants, contracts, agreements, promises, verdicts, judgments, executions, attachments, garnishments, liens, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether direct or derivative. This release is a material and essential term of this letter.

[SIGNATURE PAGES FOLLOW]

This letter may be executed in separate counterparts, each of which when so executed and delivered shall together constitute one and the same instrument. A facsimile or email signature hereto shall have the same force and effect as an original signature.

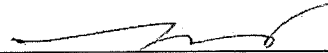
MONROE CAPITAL PARTNERS FUND LP,
a Delaware limited partnership,
as Agent and a Lender

By: Monroe Capital Partners Fund LLC,
Its: General Partner

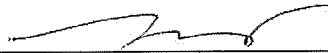
By: 
Name: Garry B. Brown
Title: Director

Accepted and Agreed:

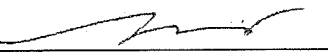
CONSOLIDATED GLASS HOLDINGS, INC.
a Delaware corporation

By: 
Name: Jeffrey Vincent
Title: Secretary


G.A.A.G., L.L.C., an Alabama limited liability
company

By: 
Name: Jeffrey Vincent
Title: Secretary

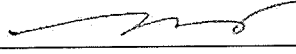
GSGRP, LLC, an Alabama limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary

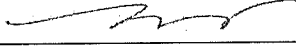
**CUSTOM COMPONENTS COMPANY
ACQUISITION LLC**, a Delaware limited liability
company

By: 
Name: Jeffrey Vincent
Title: Secretary

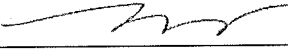
**COLUMBIA COMMERCIAL BUILDING
PRODUCTS ACQUISITION LLC**, a Delaware
limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary

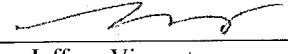
**HAWKINS ARCHITECTURAL PRODUCTS,
LLC**, a Delaware limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary

OCALA, LLC, a Delaware limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary

SHAW GLASS HOLDINGS, LLC, a Delaware
limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary