

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FirstMerit Bank, N.A.		06/12/2015	Chartered Bank:
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@nodiplaw.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: 8 source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page1.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page2.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page3.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page4.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page5.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page6.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page7.tif source=CGH - FirstMerit Payoff Letter (Executed) 2015-06-12#page8.tif	

June 12, 2015

Consolidated Glass Holdings, Inc.
1470 Walnut St., Suite 400
Boulder, CO 80302
Attention: Will Pucillo

Re: Pay-Off Letter

Ladies and Gentlemen:

Reference is made to that certain Credit and Security Agreement dated as of October 26, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CONSOLIDATED GLASS HOLDINGS, 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, the "Borrowers" and each a "Borrower"), FIRSTMERIT BANK, N.A., as the issuer and lender (the "Lender").

Pursuant to the terms of the Credit Agreement and the other documents related thereto (collectively, the "Loan Documents"), each Borrower has granted to the Lender security interests on substantially all of the assets of such Borrower (collectively, with respect to all Borrowers, the "Collateral"), in each case to secure the obligations under the Loan Documents. The Borrowers have advised the Lender that the Borrowers intend to (a) terminate their obligations under the Loan Documents, 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, (b) repay in full all principal, interest and fees outstanding, accrued and unpaid under the Loan Documents and to pay other monetary obligations of each Borrower accrued and owing under the Loan Documents, including amounts payable as of the Computation Date (as defined below) 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 the Lender in the Collateral securing the obligations under the Loan Documents. The Borrowers have requested that the Lender provide the 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 \$1,692,924.03 and is calculated as follows

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

Revolving Loan – Principal	\$1,661,346.22
Revolving Loan – Accrued Interest	\$2,327.12
Float Fee	\$708.72
Unused Commitment Fee	\$41.97
Legal Fees	\$3,500
Good Faith Deposit (referred to below)	\$25,000

Total:	\$1,692,924.03

Wire Transfer Instructions:

FirstMerit Bank, N.A.

ABA No. 041200555

Account No. 121972-88230

For Benefit of: Specialized Loan Services Group

The Pay-Off Amount is required to be received by the Lender by 2:00pm (St. Louis time) on the Computation Date. "Pay-Off Date" shall mean the date upon which the following has occurred: (a) the receipt by the Lender of payment in full of the Pay-Off Amount in immediately available funds, and (b) the receipt by the Lender of this letter signed by each Borrower ((a) and (b), collectively, the "Pay-Off Conditions"). In the event that the Pay-Off Amount is not received by the Lender in immediately available funds prior to 2:00 p.m. (St. Louis time) on the Computation Date, this letter shall be null and void and have no force and effect.

Immediately upon, and effective as of, the satisfaction of the Pay-Off Conditions, (a) the commitments of the Lender to make advances to the Borrowers shall terminate, (b) the obligation of the Lender, as an issuer, to issue letters of credit to the Borrowers shall terminate, (c) the obligations of the Borrowers under the Loan Documents shall be fully paid and discharged, except with respect to any obligations arising under provisions of the Loan Documents 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, (d) all liens and security interests granted by the Borrowers to the Lender, with respect to the obligations under the Loan Documents shall, without any further action by the Lender, any Borrower, 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, each Borrower acknowledges and agrees that its 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 paid to the Lender is voided or rescinded or must otherwise be returned by the Lender to any Borrower or other party upon any Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

Each Borrower hereby agrees that the Lender shall not be responsible for the expenses of the Lender in connection with the release of the Lender's security interests and liens described above. The Borrowers hereby agree to reimburse the Lender, on a joint and several basis, promptly upon demand with respect to all expenses (including legal fees and expenses) incurred by the Lender in termination of its security interests and liens in the property of the Borrowers.


The Lender agrees, at the expense of the Borrowers, on a joint and several basis, (including all service charges and related fees) that it shall keep the existing accounts of the Borrowers open until September 11, 2015, or until such later date as the Lender may agree, in its sole discretion; provided, that the Borrowers, on a joint and several basis, shall pay the Lender customary deposit account fees and expenses in advance on the first business day of each month (which shall be earned in full on such first business day) for each month or partial month that the accounts remain open. While such existing accounts remain open, the Lender will continue to honor each Borrower's checks written on the accounts; provided, that sufficient funds exist in the applicable account to cover the amount of such checks; provided further that such amounts must be in the applicable account by 11:00 a.m. (St. Louis time) on the day that any checks written on applicable account are presented to the Lender. In addition, each Borrower agrees to indemnify and hold harmless the Lender from the date hereof until ninety (90) days after the date that all accounts of any Borrower maintained with the Lender are closed against any checks or other items of payment received that are either credited by the Lender against the obligations or paid to any Borrower that may be returned by the paying bank for any reason (each a "Returned Payment"). To secure this indemnification obligation and any other fees or expenses owed to the Lender by any Borrower, the Borrowers shall pay to the Lender a deposit in the aggregate amount of \$25,000 (the "Good Faith Deposit"), which shall be held by the Lender and applied to any unpaid fees and expenses and any Returned Items. Upon expiration of the 90-day period, the Lender will, and is hereby authorized and directed by the Borrowers to, deliver to Citizens Bank of Pennsylvania ("New Lender"), on behalf of all Borrowers, any remaining balance of the Good Faith Deposit in accordance with the Borrowers' written instruction to the Lender.

The Lender hereby authorizes the Borrowers and the Borrowers' counsel, at the Borrowers' sole cost and expense on a joint and several basis, to prepare and, after the Pay-Off Date and confirmation by Lender of receipt of payment of the Pay-Off Amount, to file and record UCC termination statements with respect to the UCC financing statements described on Exhibit A attached hereto. The Lender further agrees, at the Borrowers' sole cost and expense on a joint and several basis, after the Pay-Off Date and Lender's receipt of payment of the Pay-Off Amount, (a) to promptly deliver to New Lender (and each Borrower hereby authorizes and directs Lender to deliver) all Collateral in its possession, together with any powers or similar documents associated therewith, including without limitation any cash collateral held by the Lender pursuant to the Loan Documents, but excluding, for the avoidance of doubt, the Good Faith Deposit, in each case in accordance with written instructions from the Borrowers (as the same may be directed by the New Lender) with respect to same, (b) to execute and deliver to the Borrowers after the Pay-Off Date such other documents, instruments, agreements, instructions, releases and termination statements as the Borrowers may reasonably request and (c) to take such other actions as the Borrowers may reasonably request in connection with the above-described release of liens and security interests granted to the Lender.

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.

[SIGNATURE PAGES FOLLOW]

FIRSTMERIT BANK, N.A.
as the Lender

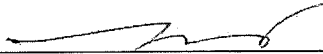
By: 
Name: Michael New York
Title: Vice President

[Signature Page to Payoff Letter]

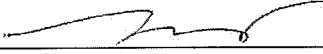
TRADEMARK
REEL: 005910 FRAME: 0240

Accepted and Agreed:

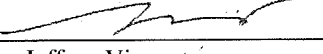
CONSOLIDATED GLASS HOLDINGS, INC.
a Delaware corporation

By: 
Name: Jeffrey Vincent
Title: Secretary

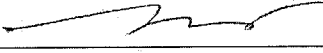
G.A.A.G., L.L.C., an Alabama limited liability
company

By: 
Name: Jeffrey Vincent
Title: Secretary

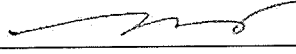
GSGRP, LLC, an Alabama limited liability company

By: 
Name: Jeffrey Vincent
Title: Secretary

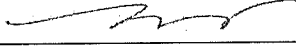
**CUSTOM COMPONENTS COMPANY
ACQUISITION LLC**, a Delaware limited liability
company

By: 
Name: Jeffrey Vincent
Title: Secretary

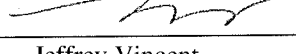
**COLUMBIA COMMERCIAL BUILDING
PRODUCTS ACQUISITION LLC**, a Delaware
limited liability company

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

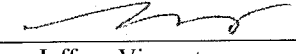
By: 
Name: Jeffrey Vincent
Title: Secretary

EXHIBIT A**UCC FINANCING STATEMENTS**

DEBTOR	SECURED PARTY	JURISDICTION	FILING NUMBER	FILING DATE
Consolidated Glass Holdings, Inc.	FirstMerit Bank, N.A.	DE SOS	20123910546	10/11/12
G.A.A.G., L.L.C.	FirstMerit Bank, N.A.	AL SOS	12-0546593	10/11/12
GSGRP, LLC	FirstMerit Bank, N.A.	AL SOS	12-0546587	10/11/12
GSGRP, LLC	FirstMerit Bank, N.A.	Dallas County, AL (fixture filing)	2012108 Book 1477, Page 635	10/30/12
Custom Components Company Acquisition LLC	FirstMerit Bank, N.A.	DE SOS	20123910553	10/11/12
Columbia Commercial Building Products Acquisition LLC	FirstMerit Bank, N.A.	DE SOS	20123910561	10/11/12
Hawkins Architectural Products, LLC	FirstMerit Bank, N.A.	DE SOS	20123910595	10/11/12
Ocala, LLC	FirstMerit Bank, N.A.	DE SOS	20123910603	10/11/12
Shaw Glass Holdings, LLC	FirstMerit Bank, N.A.	DE SOS	20123912682	10/11/12