

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trulite Glass & Aluminum Solutions LLC		01/20/2017	Limited Liability Company: DELAWARE
Trulite Glass Company, LLC		01/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4175775	VV	
Registration Number:	4289994	TRUDECO	
Registration Number:	4222941	TRULITE	
Registration Number:	4276574	VV TRULITE GLASS & ALUMINUM SOLUTIONS	
Registration Number:	3719517	ENVISION	
Registration Number:	3604051	ENVISION THE POSSIBILITIES	
Registration Number:	3036306	ARCH DECO GLASS	
Registration Number:	3175880	ARCH DECO GLASS	
Registration Number:	2908067	YOUR TRUE SINGLE SOURCE	
Registration Number:	1960132	SCARGARD	
Registration Number:	1722970	SUMIGLASS	
Registration Number:	0543004	AMARLITE	
Registration Number:	2103016	ACI DISTRIBUTION	
Registration Number:	2464479	PYROEDGE	
Registration Number:	3922909	ARCH ARMOR BACK MIRROR	
CORRESPONDENCE DATA			

CH \$390.00 4175775

TRADEMARK

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1685
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NAME OF SUBMITTER:	Scott Kareff (014951-1540)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	01/20/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of January, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CERBERUS BUSINESS FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 20, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **TRULITE INTERMEDIATE HOLDING, LLC**, a Delaware limited liability company ("Parent"), **TRULITE GLASS & ALUMINUM SOLUTIONS, LLC**, a Delaware limited liability company (as "Borrower"), certain affiliates of Parent and Borrower as Guarantors, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of January 20, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except for Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. FIRST LIEN INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, (i) the Security Interest granted to the Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Claimholders (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to First Lien Agent pursuant to or in connection with the First Lien Credit Agreement, but only to the extent provided in the First Lien Intercreditor Agreement, and (ii) the exercise of any right or remedy by the Agent or any other secured party hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

6. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks or application thereof of each Grantor (except for those constituting Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**TRULITE GLASS & ALUMINUM SOLUTIONS
LLC, a Delaware limited liability company**

By: 
Name: Kevin Barrett
Title: Chief Financial Officer

**TRULITE GLASS COMPANY, LLC, a Delaware
limited liability company**

By: 
Name: Kevin Barrett
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**TRULITE GLASS & ALUMINUM SOLUTIONS
LLC, a Delaware limited liability company**

By: _____
Name: _____
Title: _____

**TRULITE GLASS COMPANY, LLC, a Delaware
limited liability company**

By: _____
Name: _____
Title: _____

AGENT:

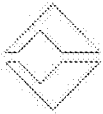

ACCEPTED AND ACKNOWLEDGED BY:

**CERBERUS BUSINESS FINANCE, LLC, a
Delaware limited liability company**

By: _____
Name: Daniel E. Wolf
Title: CEO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED OR APPLIED-FOR TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
V Design 	U.S.	85/535099 2/6/2012	4175775 7/17/2012	Trulite Glass & Aluminum Solutions, LLC
TRUDECO	U.S.	85/473802 11/16/2011	4289994 2/12/2013	Trulite Glass & Aluminum Solutions, LLC
TRULITE	U.S.	85/371722 7/14/2011	4222941 10/9/2012	Trulite Glass & Aluminum Solutions, LLC
TRULITE GLASS & ALUMINUM SOLUTIONS and Design 	U.S.	85/371740 7/14/2011	4276574 1/15/2013	Trulite Glass & Aluminum Solutions, LLC
ENVISION	U.S.	77/525994 7/18/2008	3719517 12/1/2009	Trulite Glass & Aluminum Solutions, LLC
ENVISION THE POSSIBILITIES	U.S.	77/445049 4/10/2008	3604051 4/10/2008	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS	U.S.	76/564148 12/9/2003	3036306 12/27/2005	Trulite Glass & Aluminum Solutions, LLC
ARCH DECO GLASS	U.S.	76647701 9/30/2005	3175880 11/28/2006	Trulite Glass & Aluminum Solutions, LLC
YOUR TRUE SINGLE SOURCE	U.S.	76/564149 12/9/2003	2908067 12/7/2004	Trulite Glass & Aluminum Solutions, LLC
SCARGARD	U.S.	74/644370 3/10/1995	1960132 3/5/1996	Trulite Glass & Aluminum Solutions, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
SUMIGLASS	U.S.	74/169516 5/23/1991	1722970 10/6/1992	Trulite Glass & Aluminum Solutions, LLC
AMARLITE	U.S.	71/583461 8/15/1949	0543004 5/29/1951	Trulite Glass & Aluminum Solutions, LLC
ACI DISTRIBUTION and Design 	U.S.	75/136814 7/19/1996	2103016 10/7/1997	Trulite Glass & Aluminum Solutions, LLC
PYROEDGE	U.S.	75766533 8/2/1999	2464479 6/26/2001	Trulite Glass Company, LLC
ARCH ARMOR BLACK MIRROR	U.S.	85079461 7/7/2010	3922909 2/22/2011	Trulite Glass & Aluminum Solutions, LLC