

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATRIUM WINDOWS AND DOORS, INC.		12/27/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2285170	MASTerview
Registration Number:	2362557	WEATHERLOK
Registration Number:	2497434	ATRIUM
Registration Number:	2859534	IMPROVING YOUR VIEW OF THE WORLD
Registration Number:	2859535	ATRIUM WINDOWS AND DOORS
Registration Number:	2868546	BEST BUILT
Registration Number:	3025701	ATRIUM
Registration Number:	3420056	HEIRLOOM
Registration Number:	3490287	DYNASTY
Registration Number:	3522596	ATRIUM WIZARD
Registration Number:	3535411	ASPIRATIONS
Registration Number:	3812216	EXPRESSIONS
Registration Number:	4023583	CORNERSTONE
Registration Number:	4198117	NORTH STAR
Registration Number:	4285059	NORTH STAR VINYL WINDOWS AND DOORS
Registration Number:	4285060	N O R T H S T A R PROFILE EXTRUSIONS
Registration Number:	4609816	VIEWPOINT
Registration Number:	4976925	SAFE HARBOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4977234	INSULKOR
Registration Number:	2416707	ELLISON
Serial Number:	86934257	GAME DAY

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: JOYCE MILLER

SIGNATURE: /Joyce Miller/

DATE SIGNED: 04/07/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 27, 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 **BANK OF AMERICA, N.A.**, a national banking association (“Bank of America”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of December 27, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among **ATRIUM WINDOWS AND DOORS, INC.**, a Delaware corporation (“Atrium”; together with any subsidiary of Holdings (as defined therein) which may be joined thereto as a borrower, individually, a “Borrower” and collectively, the “Borrowers”), the Guarantors (as defined therein), the financial institutions party thereto from time to time as Lenders, and Bank of America, 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 the Guaranty and Security Agreement dated December 27, 2016, 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 Loan 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 Loan 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 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 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 whether established or registered in the United States or any other country or any political subdivision thereof), 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.

[SIGNATURE PAGES FOLLOW]

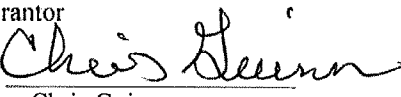
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATRIUM WINDOWS AND DOORS, INC., a
Delaware corporation,
as Grantor


By: 
Name: Chris Guinn
Title: Chief Financial Officer

ATRIUM EXTRUSION SYSTEMS, INC., a
Delaware corporation,
as Grantor

By: 
Name: Chris Guinn
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

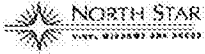
By: 

Name: Makis Dasigenis
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Filing Date	Registration Date	Status	Owner
MASTerview	2285170	07/30/1998	10/12/1999	Registered	Atrium Windows and Doors, Inc.
WEATHERLOK	2362557	02/11/1997	06/27/2000	Registered	Atrium Extrusion Systems, Inc.
ATRIUM	2497434	07/30/1998	10/16/2001	Registered	Atrium Windows and Doors, Inc.
IMPROVING YOUR VIEW OF THE WORLD	2859534	01/10/2003	07/06/2004	Registered	Atrium Windows and Doors, Inc.
ATRIUM WINDOWS AND DOORS	2859535	01/10/2003	07/06/2004	Registered	Atrium Windows and Doors, Inc.
BEST BUILT	2868546	01/10/2003	08/03/2004	Registered	Atrium Windows and Doors, Inc.
ATRIUM	3025701	07/22/2004	12/13/2005	Registered	Atrium Windows and Doors, Inc.
HEIRLOOM	3420056	08/09/2005	04/29/2008	Registered	Atrium Windows and Doors, Inc.
DYNASTY	3490287	08/15/2005	08/19/2008	Registered	Atrium Windows and Doors, Inc.
ATRIUM WIZARD	3522596	03/17/2006	10/21/2008	Registered	Atrium Windows and Doors, Inc.
ASPIRATIONS	3535411	08/15/2005	11/18/2008	Registered	Atrium Windows and Doors, Inc.
EXPRESSIONS	3812216	08/15/2005	06/29/2010	Registered	Atrium Windows and Doors, Inc.
CORNERSTONE	4023583	05/03/2010	09/06/2011	Registered	Atrium Windows and Doors, Inc.
NORTH STAR	4198117	01/17/2012	08/28/2012	Registered	Atrium Windows and Doors, Inc.
	4285059	01/19/2012	02/05/2013	Registered	Atrium Windows and Doors, Inc.
	4285060	01/19/2012	02/05/2013	Registered	Atrium Windows and Doors, Inc.
VIEWPOINT	4609816	02/27/2014	09/23/2014	Registered	Atrium Windows and Doors, Inc.
SAFE HARBOR	4976925	09/24/2015	06/14/2016	Registered	Atrium Windows and Doors, Inc.
INSULKOR	4977234	10/12/2015	06/14/2016	Registered	Atrium Windows and Doors, Inc.
ELLISON	2416707	02/11/1997	01/02/2001	Registered	Atrium Extrusion Systems, Inc.

2. TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date	Status	Owner
GAME DAY	86934257	03/09/2016	Pending Intent To Use	Atrium Windows and Doors, Inc.

3. CANADIAN TRADEMARK REGISTRATIONS

Trademark	Registration Number	Filing Date	Registration Date	Status	Owner
THE ATRIUM WINDOW	TMA385423	03/22/1989	06/07/1991	Registered	Atrium Windows and Doors, Inc.