

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanson's Window and Construction, LLC		10/19/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3255320	1-800-HANSONS	
Registration Number:	2917056	HANSON'S	
Registration Number:	2591561	KIDSAFE	
Registration Number:	2624700	I-Q GLASS	
Registration Number:	4762692	SMART CHOICE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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>			
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389102-2		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	10/19/2017		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 19, 2017 (this "Agreement"), by HANSON'S WINDOW AND CONSTRUCTION, LLC, a Michigan limited liability company ("Grantor"), in favor of THL CORPORATE FINANCE, INC., in its capacity as Agent (as defined in the Credit Agreement) for the Lenders (as hereinafter defined) (in such capacity, "Grantee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Hansons Mergersub, LLC, a Michigan limited liability company ("Initial Borrower"), and, upon consummation of the Acquisition and Closing Date Merger, Hanson Intermediary LLC, a Michigan limited liability company ("Midco"), as successor-in-interest to the Initial Borrower by operation of law as a result of the Closing Date Merger, Hansons Holdings, LLC, a Michigan limited liability company ("Parent"), Hanson's Window and Construction, LLC, a Michigan limited liability company ("Hansons"), Hansons Administrative Group, LLC, a Michigan limited liability company ("Hansons Administrative"), Hansons Window & Siding of Ann Arbor, LLC, a Michigan limited liability company ("Hansons Ann Arbor"), Hansons Window & Siding of Port Huron, LLC, a Michigan limited liability company ("Hansons Port Huron"), Hansons' Windows and Siding of Lansing, LLC, a Michigan limited liability company ("Hansons Lansing"), Hansons Windows and Siding of St. Louis LLC, a Michigan limited liability company ("Hansons St. Louis"), Hansons Home Services, LLC, a Michigan limited liability company ("Hansons Home"), Hansons Window & Siding of Saginaw LLC, a Michigan limited liability company ("Hansons Saginaw"), Hansons Window & Siding of Kalamazoo, LLC, a Michigan limited liability company ("Hansons Kalamazoo"), Hansons' Window & Siding of Grand Rapids, LLC, a Michigan limited liability company ("Hansons Grand Rapids"), Hansons' Windows and Siding of Toledo, LLC, an Ohio limited liability company ("Hansons Toledo"), Hansons' Windows and Siding of Columbus, LLC, an Ohio limited liability company, ("Hansons Columbus"), Hansons Window and Siding of Cleveland, LLC, an Ohio limited liability company ("Hansons Cleveland", and together with Initial Borrower, Hansons, Hansons Administrative, Hansons Ann Arbor, Hansons Port Huron, Hansons Lansing, Hansons St. Louis, Hansons Home, Hanson Saginaw, Hansons Kalamazoo, Hansons Grand Rapids, Hansons Toledo and Hansons Columbus, collectively, the "Borrowers" and individually, a "Borrower"), Agent and the financial institutions from time to time party thereto as lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to make loans and other financial accommodations for the benefit of the Borrowers and their Affiliates;

WHEREAS, pursuant to the terms of that certain Security dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including

registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this 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, Grantor hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

A. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

B. the right to obtain all renewals thereof; and

C. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

III. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IV. GOVERNING LAW. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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

**HANSON'S WINDOW AND
CONSTRUCTION, LLC**

By: SPR

Name: Sean P. Roberts
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

*THL CORPORATE FINANCE, INC., as
Agent*

By:

Name: W. Montgomery Cook
Title: Managing Director

A handwritten signature in black ink, appearing to read 'W. Montgomery Cook', is written over a horizontal dotted line. The signature is cursive and somewhat stylized.

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
1-800-HANSONS	78808224	2/6/06	3255320	6/26/07
HANSONS'	76564593	11/26/03	2917056	1/11/05
KIDSAFE	76332278	10/30/01	2591561	7/9/02
I-Q GLASS	76331820	10/30/01	2624700	9/24/02
SMART CHOICE	85868641	3/6/13	4762692	6/30/15

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.