

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WES, LLC		01/29/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Successor Administrative and Collateral Agent		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5358790	HARMONY RAILING	
Registration Number:	5363472	WILLIAMS ARCHITECTURAL PRODUCTS	
Serial Number:	87434953	ARIA RAILING	
Serial Number:	87416602	ULTRALOX	
Serial Number:	87588010	ULTRALOX INTERLOCKING	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5106		
Email:	jmull@stblaw.com		
Correspondent Name:	Amber Harezlak		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	047780/0026		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	02/06/2018		

CH \$140.00 5358790

Total Attachments: 5

source=Trademark Security Agreement (Term Loan - 2018 Supplement) (Executed)#page1.tif

source=Trademark Security Agreement (Term Loan - 2018 Supplement) (Executed)#page2.tif

source=Trademark Security Agreement (Term Loan - 2018 Supplement) (Executed)#page3.tif

source=Trademark Security Agreement (Term Loan - 2018 Supplement) (Executed)#page4.tif

source=Trademark Security Agreement (Term Loan - 2018 Supplement) (Executed)#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of January 29, 2018, by WES, LLC (the “Pledgor”), in favor of JEFFERIES FINANCE LLC, in its capacity as successor administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent and Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”) in favor of the Administrative Agent and Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent and Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Loan Security Agreement and used herein have the meaning given to them in the Term Loan Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent and Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Collateral Agent pursuant to the Term Loan Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term

Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control unless the Administrative Agent and Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date or such other date as Pledged Collateral may be released pursuant to Section 7.15 of the Term Loan Security Agreement, the Administrative Agent and Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral, grant, assignment, lien and security interest pledged and granted in and to all of its right, title and interest in, to and under the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

PLEDGOR:

WES, LLC

By:



Name: Christopher Eppel

Title: CFO

[Signature Page to Trademark Security Agreement (Term Loan)]

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Administrative Agent and Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

[Signature Page to Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 006267 FRAME: 0995

**SCHEDULE I to
Trademark Security Agreement**

U.S. Trademark Applications and Registrations

Owner	Mark	Registration No.	Serial No.
WES, LLC	Aria Railing		87/434,953
WES, LLC	Harmony Railing	5,358,790	87/416,599
WES, LLC	UltraLox		87/416,602
WES, LLC	UltraLox Interlocking		87/588,010
WES, LLC	Williams Architectural Products	5,363,472	87/416,595

[Schedule I to Trademark Security Agreement (Term Loan)]