

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (ABL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WES, LLC		01/29/2018	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent		
<b>Street Address:</b>	5022 GATE PARKWAY		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5358790	HARMONY RAILING	
<b>Registration Number:</b>	5363472	WILLIAMS ARCHITECTURAL PRODUCTS	
<b>Serial Number:</b>	87434953	ARIA RAILING	
<b>Serial Number:</b>	87416602	ULTRALOX	
<b>Serial Number:</b>	87588010	ULTRALOX INTERLOCKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(650) 251-5106		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	047780/0026		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	02/06/2018		

CH \$140.00 5358790

**Total Attachments: 5**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of January 29, 2018, by WES, LLC (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to an ABL Guarantee and Collateral Agreement dated as of September 30, 2013 and the First Amendment to the ABL Guarantee and Collateral Agreement dated as of March 9, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement") in favor of the Administrative 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, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative 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 ABL Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative 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 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 pursuant to the ABL Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL 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 ABL Security Agreement, the provisions of the ABL Security Agreement shall control unless the Administrative 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 ABL Security Agreement, the Administrative 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

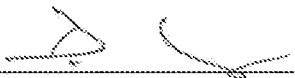
Title:

*CEO*

*[Signature Page to Trademark Security Agreement (ABL)]*

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH  
as Administrative Agent

By:  \_\_\_\_\_

Name: Dusan Lazarov  
Director

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Marcus Tarkington  
Director

Title: \_\_\_\_\_

*[Signature Page to Trademark Security Agreement (ABL)]*

**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)]*