

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PGT INDUSTRIES, INC.		03/29/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, AS COLLATERAL AGENT		
<b>Street Address:</b>	303 PEACHTREE STREET, 25TH FLOOR		
<b>Internal Address:</b>	MAIL CODE: GA-ATL-7662		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5240982	CLASSICVUE	
<b>Serial Number:</b>	87510875	CLEARQUOTE	
<b>Serial Number:</b>	87510863	PGT CLEARQUOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	410643-247		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	03/30/2018		
<b>Total Attachments: 5</b>			

OP \$90.00 5240982

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source=Trademark Security Agreement PGT Industries, Inc. to Suntrust Bank#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 29, 2018 (“Agreement”), between PGT INDUSTRIES, INC., a Florida corporation (together with its successors and assigns, the “Grantor”), and SUNTRUST BANK, as administrative agent and collateral agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the “Credit Agreement”), among PGT INNOVATIONS, INC. (formerly known as PGT, Inc.), a Delaware corporation (together with its successors and assigns, the “Borrower”), the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Security Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

(a) As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired (the “Trademark Collateral”):

(1) all Trademarks, registered or applied for with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all registrations and recordings with respect to any of the foregoing;

(3) all reissues, extensions and renewals of any of the foregoing;

(4) all Proceeds and products of the Trademarks;

(5) the goodwill of the businesses with which the Trademarks are associated;  
and

(6) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

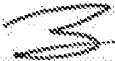
Section 6. Jury Trial Waiver. **THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**PGT INDUSTRIES, INC.,**  
as the Grantor

By:

  
Name: BRAD WEST  
Title: CFO

[Signature Page to Trademark Security Agreement – PGT Industries, Inc.]

**TRADEMARK**  
**REEL: 006304 FRAME: 0243**

SUNTRUST BANK,  
as Collateral Agent

By:



Name: David A. Ernst  
Title: Vice President

[Signature Page to Trademark Security Agreement – PGT Industries, Inc.]

**TRADEMARK**  
**REEL: 006304 FRAME: 0244**

Schedule I

**PGT Industries, Inc.**  
**(Florida Corporation)**

**U.S. Trademarks**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CLASSICVUE	5240982	07/11/17

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
CLEARQUOTE	87510875	06/29/17
PGT CLEARQUOTE	87510863	06/29/17