

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CGI WINDOWS AND DOORS, INC.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, AS COLLATERAL AGENT		
Street Address:	303 PEACHTREE STREET, 25TH FLOOR		
Internal Address:	MAIL CODE: GA-ATL-7662		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87689992	SLIMFRONT	
Serial Number:	87616537	CGI COMMERCIAL ARCHITECTURAL PRODUCTS	
Serial Number:	87590650	SCOUT BY CGI	
Serial Number:	87590581	SPARTA BY CGI	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643-247		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/30/2018		

OP \$115.00 87689992

Total Attachments: 5

source=Trademark Security Agreement CGI Windows and Doors, Inc. to Suntrust#page1.tif

source=Trademark Security Agreement CGI Windows and Doors, Inc. to Suntrust#page2.tif

source=Trademark Security Agreement CGI Windows and Doors, Inc. to Suntrust#page3.tif

source=Trademark Security Agreement CGI Windows and Doors, Inc. to Suntrust#page4.tif

source=Trademark Security Agreement CGI Windows and Doors, Inc. to Suntrust#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 29, 2018 (“Agreement”), between CGI WINDOWS AND DOORS, INC., a Delaware 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.

CGI WINDOWS AND DOORS, INC.,
as the Grantor

By:



Name: BRAD WEST

Title: CFO

[Signature Page to Trademark Security Agreement -- CGI Windows and Doors, Inc.]

TRADEMARK
REEL: 006304 FRAME: 0250

SUNTRUST BANK,
as Collateral Agent

By: 
Name: David A. Ernst
Title: Vice President

[Signature Page to Trademark Security Agreement – CGI Windows and Doors, Inc.]

TRADEMARK
REEL: 006304 FRAME: 0251

Schedule I

CGI Windows and Doors, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Applications

Mark	Appl. No.	Filing Date
SLIMFRONT	87689992	11/17/17
CGI COMMERCIAL ARCHITECTURAL PRODUCTS and Design	87616537	09/20/17
SCOUT BY CGI	87590650	08/30/17
SPARTA BY CGI	87590581	08/30/17