

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		04/13/2018	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Thermal Industries, Inc.
Street Address:	300 Welcome Center Blvd.
City:	Welcome
State/Country:	NORTH CAROLINA
Postal Code:	27374
Entity Type:	Corporation: DELAWARE
Name:	Atrium Extrusion Systems, Inc.
Street Address:	300 Welcome Center Blvd.
City:	Welcome
State/Country:	NORTH CAROLINA
Postal Code:	27374
Entity Type:	Corporation: DELAWARE
Name:	Atruim Windows and Doors, Inc.
Street Address:	959 Profit Drive
City:	Dallas
State/Country:	TEXAS
Postal Code:	75247
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4034600	24 HOUR ROOM
Registration Number:	2143647	ALARM READY
Registration Number:	1925477	APPLAUSE
Registration Number:	3535411	ASPIRATIONS
Registration Number:	2497434	ATRIUM
Registration Number:	3025701	ATRIUM
Registration Number:	2859535	ATRIUM WINDOWS AND DOORS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3522596	ATRIUM WIZARD
Registration Number:	2868546	BEST BUILT
Registration Number:	2133038	DREAM
Registration Number:	2157267	DREAMGLAS
Registration Number:	1767158	DREAMSPACE
Registration Number:	1928557	DREAMSPACE
Registration Number:	3490287	DYNASTY
Registration Number:	2780340	E3 MAX GLASS
Registration Number:	3420056	HEIRLOOM
Registration Number:	2859534	IMPROVING YOUR VIEW OF THE WORLD
Registration Number:	2285170	MASTerview
Registration Number:	3130200	PARK AVENUE
Registration Number:	3000214	SAFE HARBOR
Registration Number:	1925476	TRIUMPH
Registration Number:	2362557	WEATHERLOK
Registration Number:	4198117	NORTH STAR
Registration Number:	4023583	CORNERSTONE
Registration Number:	3812216	EXPRESSIONS
Registration Number:	3792040	INSTALL ATRIUM INSTILL CONFIDENCE
Registration Number:	4285059	NORTH STAR VINYL WINDOWS AND DOORS
Registration Number:	4285060	N O R T H S T A R PROFILE EXTRUSIONS
Registration Number:	4609816	VIEWPOINT
Registration Number:	4710694	DESIGNED FOR YOUR LIFE. GUARANTEED.
Serial Number:	85548836	WALKABOUT
Serial Number:	85609794	INSULCORE
Serial Number:	86205665	PRIME FRAME
Serial Number:	86205734	MYSTIQUE
Serial Number:	86205256	VORTEX

CORRESPONDENCE DATA

Fax Number: 2129096836

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.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Brett M. Novick, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Brett M. Novick
SIGNATURE:	/Brett Novick/
DATE SIGNED:	04/23/2018
Total Attachments: 5 source=Atrium Release of Trademark Security Agreement Executed Version (FIN #page1.tif source=Atrium Release of Trademark Security Agreement Executed Version (FIN #page2.tif source=Atrium Release of Trademark Security Agreement Executed Version (FIN #page3.tif source=Atrium Release of Trademark Security Agreement Executed Version (FIN #page4.tif source=Atrium Release of Trademark Security Agreement Executed Version (FIN #page5.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is made as of April 13, 2018, by U.S. BANK NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent for the Secured Parties under (and as defined in) the Indenture referred to below (the “Collateral Agent”) for the benefit of THERMAL INDUSTRIES, INC., ATRIUM EXTRUSION SYSTEMS, INC. and ATRIUM WINDOWS AND DOORS, INC. (the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Indenture.

W I T N E S S E T H:

WHEREAS, the Grantors and the Collateral Agent are parties to that certain (i) Indenture, dated as of April 17, 2014 (as amended, restated or otherwise modified through the date hereof, the “Indenture”); and (ii) Trademark Security Agreement, dated as of April 17, 2014 (as amended, restated or otherwise modified through the date hereof, the “Trademark Security Agreement”), pursuant to which the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest in, to and under the following Collateral of the Grantors, including the trademarks set forth on Schedule I hereto (“Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 17, 2014 at Reel 5263 and Frame 0327; and

WHEREAS, Grantors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Indenture or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademark Collateral to the Grantors.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: Donald T. Hurrelbrink
Name: Donald T. Hurrelbrink
Title: Vice President

SCHEDULE I

(See attached)

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Mark</i>	<i>Country</i>	<i>Record Owner</i>	<i>Appl No.</i>	<i>Appl Date</i>	<i>Reg. No</i>	<i>Reg. Date</i>
24 Hour Room	USA	Thermal Industries, Inc.	N/A	N/A	4,034,600	10/04/2001
Alarm Ready	USA	Thermal Industries, Inc.	N/A	N/A	2,143,647	03/10/1998
Applause	USA	Atrium Windows and Doors, Inc.	N/A	N/A	1,925,477	10/10/1995
Aspirations	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,535,411	11/18/2008
Atrium	USA	Atrium Windows and Doors, Inc.	N/A	N/A	2,497,434	10/16/2001
Atrium	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,025,701	12/13/2005
Atrium Windows & Doors	USA	Atrium Windows and Doors, Inc.	N/A	N/A	2,859,535	07/06/2004
Atrium Wizard	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,522,596	10/21/2008
Best Built	USA	Atrium Windows and Doors, Inc.	N/A	N/A	2,868,546	08/03/2004
Dream	USA	Thermal Industries, Inc.	N/A	N/A	2,133,038	01/27/1998
DreamGlas	USA	Thermal Industries, Inc.	N/A	N/A	2,157,267	05/12/1998
Dreamspace	USA	Thermal Industries, Inc.	N/A	N/A	1,767,158	04/27/1993
Dreamspace	USA	Thermal Industries, Inc.	N/A	N/A	1,928,557	10/17/1995
Dynasty	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,490,287	18/19/2008
E3 Max Glass	USA	Thermal Industries, Inc.	N/A	N/A	2,780,340	11/04/2003
Heirloom	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,420,056	04/29/2008
Improving Your View of the World	USA	Atrium Windows and Doors, Inc.	N/A	N/A	2,859,534	07/06/2004
Masterview	USA	Atrium Windows and Doors, Inc.	N/A	N/A	2,285,170	10/12/1999
Park Avenue	USA	Thermal Industries, Inc.	N/A	N/A	3,130,200	18/15/2006
Safe Harbor	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,000,214	09/27/2005
Silent Guard	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,082,737	04/18/2006
Triumph	USA	Atrium Windows and Doors, Inc.	N/A	N/A	1,925,476	10/10/1995
Weatherlok	USA	Atrium Extrusion Systems, Inc.	N/A	N/A	2,362,557	06/27/2000
North Star	USA	Atrium Windows and Doors, Inc.	N/A	N/A	4,198,117	08/28/2012
Cornerstone	USA	Atrium Windows and Doors, Inc.	N/A	N/A	4,023,583	09/06/2011
Expressions	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,812,216	06/29/2010
Install Atrium Install Confidence	USA	Atrium Windows and Doors, Inc.	N/A	N/A	3,792,040	05/25/2010

<i>Mark</i>	<i>Country</i>	<i>Record Owner</i>	<i>Appl No.</i>	<i>Appl Date</i>	<i>Reg. No</i>	<i>Reg. Date</i>
Northstar Vinyl Windows and Doors	USA	Atrium Windows and Doors, Inc.	N/A	N/A	4,285,059	02/05/2013
Northstar Profile Extrusions	USA	Atrium Windows and Doors, Inc.	N/A	N/A	4,285,060	02/05/2013
viewpoint	USA	Atrium Windows and Doors, Inc.	N/A	N/A	4609816	09/23/2014
designed for your life guaranteed	USA	Thermal Industries Inc.	N/A	N/A	4710694	03/31/2015

2. TRADEMARK APPLICATIONS

<i>Mark</i>	<i>Country</i>	<i>Record Owner</i>	<i>Appl Date</i>	<i>Appl No.</i>	<i>Reg. No</i>	<i>Reg. Date</i>
Walkabout	USA	Atrium Windows and Doors, Inc.	02/21/2012	85/548,836	N/A	N/A
Insulcore	USA	Atrium Windows and Doors, Inc.	04/26/2012	85/609,794	N/A	N/A
primeframe	USA	Atrium Windows and Doors, Inc.	02/27/2014	86/205,665	N/A	N/A
mystique	USA	Atrium Windows and Doors, Inc.	02/27/2014	86/205,734	N/A	N/A
vortex	USA	Thermal Industries Inc.	02/26/2014	86/205,256	N/A	N/A