

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrium Windows and Doors, Inc.		04/13/2018	Corporation: DELAWARE
Atrium Extrusion Systems, Inc.		04/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	500 Stanton Christiana Road		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1925476	TRIUMPH	
Registration Number:	1925477	APPLAUSE	
Registration Number:	2285170	MASTerview	
Registration Number:	2497434	ATRIUM	
Registration Number:	2859534	IMPROVING YOUR VIEW OF THE WORLD	
Registration Number:	2859535	ATRIUM WINDOWS AND DOORS	
Registration Number:	2868546	BEST BUILT	
Registration Number:	3025701	ATRIUM	
Registration Number:	3420056	HEIRLOOM	
Registration Number:	3490287	DYNASTY	
Registration Number:	3522596	ATRIUM WIZARD	
Registration Number:	3535411	ASPIRATIONS	
Registration Number:	4023583	CORNERSTONE	
Registration Number:	4198117	NORTH STAR	
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	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4976925	SAFE HARBOR
Registration Number:	4977234	INSULKOR
Registration Number:	5106564	GAME DAY
Registration Number:	2362557	WEATHERLOK
Registration Number:	2416707	ELLISON

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: Michelle M. Hillenbrand, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Michelle M. Hillenbrand
SIGNATURE:	/Michelle M. Hillenbrand/
DATE SIGNED:	04/13/2018

Total Attachments: 6

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CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of April 13, 2018, made by each of the parties party hereto (collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement to the Guarantee and Collateral Agreement, dated as of April 13, 2018, in favor of the Collateral Agent, the Grantors became a party to the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals,

have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ATRIUM WINDOWS AND DOORS, INC.

By: Chris Guinn
Name: Chris Guinn
Title: Chief Financial Officer

ATRIUM EXTRUSION SYSTEMS, INC.

By: Chris Guinn
Name: Chris Guinn
Title: Chief Financial Officer

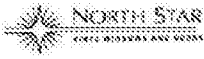
JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name: Peter S. Pindun
Title: Executive Director

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Atrium Windows and Doors, Inc.	United States	TRIUMPH	1925476	10/17/1994	10/10/1995
Atrium Windows and Doors, Inc.	United States	APPLAUSE	1925477	10/17/1994	10/10/1995
Atrium Windows and Doors, Inc.	United States	MASTerview	2285170	07/30/1998	10/12/1999
Atrium Windows and Doors, Inc.	United States	ATRIUM	2497434	07/30/1998	10/16/2001
Atrium Windows and Doors, Inc.	United States	IMPROVING YOUR VIEW OF THE WORLD	2859534	01/10/2003	07/06/2004
Atrium Windows and Doors, Inc.	United States	ATRIUM WINDOWS AND DOORS	2859535	01/10/2003	07/06/2004
Atrium Windows and Doors, Inc.	United States	BEST BUILT	2868546	01/10/2003	08/03/2004
Atrium Windows and Doors, Inc.	United States	ATRIUM	3025701	07/22/2004	12/13/2005
Atrium Windows and Doors, Inc.	United States	HEIRLOOM	3420056	08/09/2005	04/29/2008
Atrium Windows and Doors, Inc.	United States	DYNASTY	3490287	08/15/2005	08/19/2008
Atrium Windows and Doors, Inc.	United States	ATRIUM WIZARD	3522596	03/17/2006	10/21/2008
Atrium Windows and Doors, Inc.	United States	ASPIRATIONS	3535411	08/15/2005	11/18/2008
Atrium Windows and Doors, Inc.	United States	CORNERSTONE	4023583	05/03/2010	09/06/2011
Atrium Windows and Doors, Inc.	United States	NORTH STAR	4198117	01/17/2012	08/28/2012
Atrium Windows and Doors, Inc.	United States		4285059	01/19/2012	02/05/2013
Atrium Windows and Doors, Inc.	United States		4285060	01/19/2012	02/05/2013
Atrium Windows and Doors, Inc.	United States	VIEWPOINT	4609816	02/27/2014	09/23/2014

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Atrium Windows and Doors, Inc.	United States	SAFE HARBOR	4976925	09/24/2015	06/14/2016
Atrium Windows and Doors, Inc.	United States	INSULKOR	4977234	10/12/2015	06/14/2016
Atrium Windows and Doors, Inc.	United States	GAME DAY	5106564	03/09/2016	12/20/2016
Atrium Extrusion Systems, Inc.	United States	WEATHERLOK	2362557	02/11/1997	06/27/2000
Atrium Extrusion Systems, Inc.	United States	ELLISON	2416707	02/11/1997	1/2/2001