

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481568

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|---|---|-------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gibraltar Business Capital, LLC | | 07/03/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THERMAL WINDOWS & DOORS, LLC | | |
| Street Address: | 3700 Haney Court | | |
| City: | Murrysville | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15668 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4710694 | DESIGNED FOR YOUR LIFE. GUARANTEED. | |
| Registration Number: | 3130200 | PARK AVENUE | |
| Registration Number: | 2780340 | E3 MAX GLASS | |
| Registration Number: | 2157267 | DREAMGLAS | |
| Registration Number: | 2143647 | ALARM READY | |
| Registration Number: | 2133038 | DREAM | |
| Registration Number: | 1928557 | DREAMSPACE | |
| Registration Number: | 1767158 | DREAMSPACE | |
| 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, vishvamiyani@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: | 027143.156 | | |

OP \$215.00 4710694

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| NAME OF SUBMITTER: | John Slaughter |
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 07/12/2018 |
| Total Attachments: 3 source=TRSIIP - Trademarks - from Gibraltar Business Capital LLC to Thermal Windows and Doors LLC#page1.tif source=TRSIIP - Trademarks - from Gibraltar Business Capital LLC to Thermal Windows and Doors LLC#page2.tif source=TRSIIP - Trademarks - from Gibraltar Business Capital LLC to Thermal Windows and Doors LLC#page3.tif | |

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 3, 2018 ("Release"), is made by Gibraltar Business Capital, LLC, a Delaware limited liability company ("Secured Party"), in favor of Thermal Windows & Doors, LLC, a Pennsylvania limited liability company ("Debtor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 30, 2015 (as amended, supplemented or restated from time to time, the "Security Agreement") by and among the Debtor and Secured Party and the Intellectual Security Agreement dated as of September 30, 2015 ("IP Security Agreement") by and among the Debtor and Secured Party, Debtor pledged, assigned to and granted to the Secured Party a security interest in the Patents, Trademarks and Copyrights (collectively, the "IP Collateral"); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on February 12, 2018 at Reel 044902 Frame 0264 on the patents and February 12, 2018 at Reel 6270 Frame 0837 on the trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Secured Party hereby:

(a) terminates the IP Security Agreement;

(b) terminates, cancels, forever discharges, and releases the pledge, assignment and grant of security interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, and Secured Party retains no right, title or interest in the IP Collateral;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Debtor's expense.

SECTION 3. Further Assurances. Secured Party, at Debtor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm, or reflect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Secured Party will, at Debtor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

Gibraltar Business Capital, LLC

By: 

Name: Mark A. Stebel

Title: C.C.O.

Schedule A

Thermal Windows & Doors, LLC
(Pennsylvania Limited Liability Company)

U.S. Patents Subject to Security Interest
Granted by Thermal Windows & Doors, LLC
In Favor of Gibraltar Business Capital, LLC
Recorded February 12, 2018 at Reel 044902 Frame 0264

Issued Patents

| Title | Patent No. | Issue Date |
|--|------------|------------|
| EXTRUDED DECK PLANK MEMBER | D426320 | 06/06/00 |
| PLASTIC EXTRUSIONS FOR USE IN FLOOR ASSEMBLIES | 5553427 | 09/10/96 |

U.S. Trademarks Subject to Security Interest
Granted by Thermal Windows & Doors, LLC
In Favor of Gibraltar Business Capital, LLC
Recorded February 12, 2018 at Reel 6270 Frame 0837

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-------------------------------------|----------|-----------|
| DESIGNED FOR YOUR LIFE. GUARANTEED. | 4710694 | 03/31/15 |
| 24 HOUR ROOM | 4034600 | 10/04/11 |
| PARK AVENUE | 3130200 | 08/15/06 |
| E3 MAX GLASS and Design | 2780340 | 11/04/03 |
| DREAMGLAS | 2157267 | 05/12/98 |
| ALARM READY | 2143647 | 03/10/98 |
| DREAM | 2133038 | 01/27/98 |
| DREAMSPACE | 1928557 | 10/17/95 |
| DREAMSPACE | 1767158 | 04/27/93 |

Trademark Application

| Mark | Appl. No. | Filing Date |
|--------|-----------|-------------|
| VORTEX | 86205526 | 02/26/14 |