

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andersen Corporation		09/24/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Line Building Products LLC		
<b>Street Address:</b>	551 North Maine Street		
<b>City:</b>	Bayport		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4332451		
<b>Registration Number:</b>	3745302	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126077100		
<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>	612-607-7325		
<b>Email:</b>	bgrahn@foxrothschild.com		
<b>Correspondent Name:</b>	BARBARA J. GRAHN		
<b>Address Line 1:</b>	222 South Ninth St		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	202406.00725		
<b>NAME OF SUBMITTER:</b>	Barbara J Grahn		
<b>SIGNATURE:</b>	/bjg/		
<b>DATE SIGNED:</b>	09/24/2018		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment"), made as of September 24, 2018, is entered into by and between Andersen Corporation, a Minnesota corporation ("Assignor"), and Silver Line Building Products LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor, Assignee and Ply Gem Midco, Inc., a Delaware corporation, are party to that certain Membership Interest Purchase Agreement, dated August 17, 2018 (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, transfer, convey and deliver certain assets to Assignee, including all of Assignor's right, title and interest in and to the U.S. registered trademarks identified on Schedule A hereto, including all goodwill associated therewith and symbolized thereby (the "Assigned Trademarks");

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Purchase Agreement.

2. Assignment. Assignor hereby conveys, assigns, delivers and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) the right to sue and recover for past, present and future infringement or dilution of the Assigned Trademarks, and Assignee does hereby accept the foregoing assignment of the Assigned Trademarks from Assignor.

3. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording it with the U.S. Patent and Trademark Office ("USPTO").

4. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, or the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of laws rules.

6. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement.

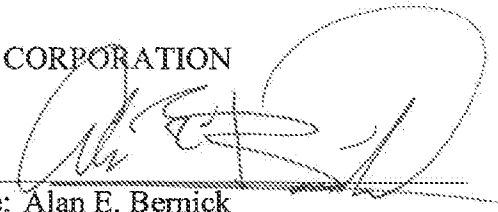
7. Further Assurances. Each party hereto shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other parties and necessary for the requesting party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

ANDERSEN CORPORATION

By



Name: Alan E. Bernick  
Title: Senior Vice President,  
Chief Legal Officer and  
Corporate Secretary

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Minnesota  
ss.:  
COUNTY OF Washington

On this 24 day of Sept 2018, before me personally came Alan Bernick personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~s~~he is the SVP of Andersen Corporation, a corporation organized under the laws of Minnesota, and that ~~s~~he executed the foregoing instrument on behalf of Andersen Corporation, and that ~~s~~he had authority to sign the same, and ~~s~~he acknowledged to me that ~~s~~he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Kathleen M. Becher  
Notary Public - State of Minnesota

Printed Name Kathleen M. Becher

My commission expires:

1-31-20



[Signature page to U.S. Trademark Assignment]

**TRADEMARK**  
**REEL: 006443 FRAME: 0640**

ASSIGNEE

SILVER LINE BUILDING PRODUCTS LLC

By

Name: Alan E. Bernick  
Title: Senior Vice President,  
Chief Legal Officer and  
Corporate Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Minnesota

ss.:

COUNTY OF Washington

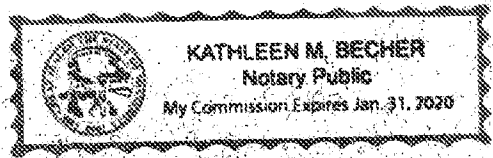
On this 24 day of Sept 2018, before me personally came Alan Bernick, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that ~~she~~ is the SVP of Silver Line Building Products LLC, a limited liability company organized under the laws of Delaware, and that ~~she~~ executed the foregoing instrument on behalf of Silver Line Building Products LLC, and that ~~she~~ had authority to sign the same, and ~~she~~ acknowledged to me that ~~she~~ executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public - State of Minnesota

Printed Name Kathleen M Becher

My commission expires:



1-31-20



[Signature page to U.S. Trademark Assignment]

TRADEMARK  
REEL: 006443 FRAME: 0641

**SCHEDULE A  
ASSIGNED TRADEMARKS**

Mark	Current Owner	Application No. / App. Date	Registration No. / Reg. Date	Jurisdiction
	Andersen Corporation	85378732/July 22, 2011	4332451/May 7, 2013	United States
	Andersen Corporation	77583297/October 1, 2008	3745302/February 2, 2010	United States