

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cook & Boardman Group, LLC		10/18/2018	Limited Liability Company: DELAWARE
Precision Doors & Hardware, LLC		10/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	30 Hudson Street, 36th Floor		
City:	New Jersey		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87952124	THE COOK & BOARDMAN GROUP	
Registration Number:	5421794	COOK & BOARDMAN	
Registration Number:	3389418	PRECISION DOORS & HARDWARE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.98162		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

CH \$90.00 87952124

DATE SIGNED:	10/24/2018
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Total Attachments: 8

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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 18, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Term Loan Credit Agreement referred to below).

WHEREAS, LJ CBG Acquisition Company, a Delaware corporation, as Initial Borrower, The Cook & Boardman Group, LLC, a Delaware limited liability company and a wholly-owned subsidiary of REP CBG Holdings, LLC, a Delaware limited liability company (“Holdings”), as Borrower, Holdings, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent have entered into a Term Loan Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Term Loan Credit Agreement”). Terms defined in the Term Loan Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Term Loan Credit Agreement or the Security Agreement, as the case may be (and in the event of a term is defined differently in the Term Loan Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Term Loan Security Agreement dated October 18, 2018 among the Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

- (a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);
- (b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and

all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("IP Agreements") and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement

obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR ANY OTHER AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS

ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

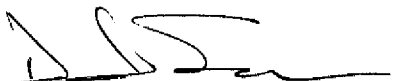
(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE TERM LOAN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

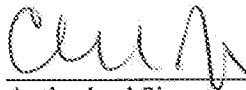
THE COOK & BOARDMAN GROUP, LLC,
as a Grantor

By: 
Name: _____
Title:

PRECISION DOORS & HARDWARE, LLC,
as a Grantor

By: 
Name: _____
Title:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory
Charles D. Johnston
Authorized Signatory

[Signature Page to Term Loan Intellectual Property Security Agreement]

TRADEMARK
REEL: 006464 FRAME: 0403

Schedule I

Intellectual Property

(i) Registered Intellectual Property

Trademark	Owner	Application Number and Date	Registration Number and Date	Status/Next Renewal
THE COOK & BOARDMAN GROUP	The Cook & Boardman Group, LLC	87/952,124 06/07/2018	Pending	Pending
COOK & BOARDMAN	The Cook & Boardman Group, LLC	87/402,533 04/07/2017	5,421,794 03/13/2018	Registered 03/13/2028
PRECISION DOORS & HARDWARE	Precision Doors & Hardware, LLC	77/066,385 09/25/2006	3,389,418 02/26/2008	Renewed 2/26/2018

(ii) Internet Domain Names

#	Domain Name	Creation Date	Expiration Date	Registrant Name/Organization	Registrar
1.	absdoors.com	05/11/2000	05/11/2021	Private Registration	Network Solutions
2.	cookandboardman.biz	09/12/2013	09/11/2019	N/A	Network Solutions
3.	cookandboardman.com	06/16/1999	06/16/2021	Private Registration	Network Solutions
4.	cookandboardman.info	04/09/2014	04/09/2021	N/A	Network Solutions
5.	cookandboardman.io	01/24/2018	01/24/2019	N/A / The Cook & Boardman Group, LLC	Key-Systems GmbH
6.	cookandboardman.net	10/22/2008	10/22/2021	Private Registration	Network Solutions
7.	cookandboardman.org	10/22/2008	10/22/2021	N/A	Network Solutions
8.	cookandboardmangroup.biz	02/16/2018	02/16/2023	N/A	Network Solutions
9.	cookandboardmangroup.com	02/16/2018	02/16/2023	Private Registration	Network Solutions
10.	cookandboardmangroup.info	02/16/2018	02/16/2023	N/A	Network Solutions
11.	cookandboardmangroup.net	02/16/2018	02/16/2023	Private Registration	Network Solutions
12.	cookandboardmangroup.org	02/16/2018	02/16/2023	N/A	Network Solutions
13.	cookandboardmanllc.biz	02/27/2014	02/26/2019	N/A	Network Solutions
14.	cookandboardmanllc.com	02/27/2014	02/27/2019	Private Registration	Network Solutions
15.	cookandboardmanllc.info	02/27/2014	02/27/2019	N/A	Network Solutions
16.	cookandboardmanllc.net	02/27/2014	02/27/2019	Private Registration	Network Solutions
17.	cookandboardmanllc.org	02/27/2014	02/27/2019	N/A	Network Solutions
18.	delta-door.com	03/31/2004	07/25/2024	Private Registration	Network Solutions
19.	Delta-door.net	7/25/2012	7/25/2019	Private registration	GoDaddy.com
20.	Delta-doors.net	7/25/2012	7/25/2019	Private registration	GoDaddy.com
21.	doorprosystems.com	02/04/2000	02/04/2021	Door Pro Systems, Inc. / Door Pro Systems, Inc.	Network Solutions
22.	doorsolution.com	09/01/2004	09/01/2020	Private Registration	Network Solutions
23.	eastcoastcustomdoors.com	05/08/2003	05/08/2019	Private Registration	Network Solutions
24.	Eastcoastcustomdoors.xyz	Available			

#	Domain Name	Creation Date	Expiration Date	Registrant Name/Organization	Registrar
25.	erringtonservices.com	01/24/2013	01/24/2022	N/A	Network Solutions
26.	exactitudeinc.com	05/22/2007	05/22/2021	Private Registration	Network Solutions
27.	firstplusservice.com	04/12/2002	04/12/2019	Private Registration	Network Solutions
28.	Girtman.com	7/22/1997	7/21/2021	Private registration	Network Solutions
29.	Girtman.xyz	6/5/2014	6/5/2019	N/A	Network Solutions
30.	Girtmanblog.com	9/11/2017	9/11/2018	Private registration	Automattic Inc.
31.	Hmsdoors.com	8/18/2010	8/18/2020	Private registration	GoDaddy.com
32.	Madoors.com	8/18/2010	8/18/2020	Rafael Cohen/Cook & Boardman	GoDaddy.com
33.	mapdoors.biz	8/19/2010	8/18/2020	Dale Mierisch/Cook & Boardman	GoDaddy.com
34.	Memphiscommercialdoor.com	7/25/2012	7/25/2019	Private registration	GoDaddy.com
35.	Memphiscommercialdoors.com	7/25/2012	7/25/2019	Private registration	GoDaddy.com
36.	Memphisdivision8.com	7/25/2012	7/25/2019	Private registration	GoDaddy.com
37.	Memphisdoorhardware.com	7/25/2012	7/25/2019	Private registration	GoDaddy.com
38.	mightybuilt.com	12/14/2001	12/14/2018	Private Registration	Network Solutions
39.	pdoor.com	02/12/1999	02/12/2028	Private Registration	Network Solutions
40.	pinnaledh.com	12/06/2005	12/06/2021	Private Registration	Network Solutions
41.	powerdoor.com	10/01/1997	09/30/2020	Private Registration	Network Solutions
42.	precisionmillworks.info	06/20/2016	06/20/2019	N/A	Network Solutions
43.	precisionmillworks.net	04/24/2014	04/24/2024	Private Registration	Network Solutions
44.	quickdraw-sw.com	09/01/1997	08/31/2021	Private Registration	Network Solutions
45.	rdlsupply.com	10/01/1997	09/30/2021	Private Registration	Network Solutions
46.	specializedap.com	01/09/2012	01/09/2025	N/A	Network Solutions
47.	thecookandboardmangroup.com	01/30/2014	01/30/2019	Private Registration	Network Solutions
48.	thecookandboardmangroup.info	01/30/2014	01/30/2019	N/A	Network Solutions
49.	thecookandboardmangroup.net	01/30/2014	01/30/2019	Private Registration	Network Solutions
50.	thecookandboardmangroup.org	01/30/2014	01/30/2019	N/A	Network Solutions
51.	tornadodoor.com	08/29/2003	08/29/2020	Private Registration	Network Solutions
52.	yourdoorstop.com	09/15/2006	09/15/2019	Private Registration	Network Solutions

(iii) Material Software

None.