

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Shore Window & Door, Inc.		11/02/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GarMark SBIC Advisors II LLC		
<b>Street Address:</b>	One Landmark Square		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3946288	WEST SHORE WINDOW & DOOR	
<b>Registration Number:</b>	4959775	WEST SHORE SHOWER & BATH	
<b>Registration Number:</b>	4968264	WEST SHORE	
<b>Serial Number:</b>	87374169	WEST SHORE HOME	
<b>Registration Number:</b>	5426347	BRYTONS HOME IMPROVEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Matthew Holmes		
<b>SIGNATURE:</b>	/Matthew Holmes/		
<b>DATE SIGNED:</b>	11/06/2018		

OP \$140.00 3946288

**Total Attachments: 5**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, West Shore Window & Door, Inc., a Pennsylvania corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, GarMark SBIC Advisors II LLC (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Note Purchase and Security Agreement, dated as of November 2, 2018, by and among the Grantor, the other Note Parties (as defined therein) party thereto, the financial institutions party thereto from time to time, and the Grantee, acting in its capacity as agent for such financial institutions (as amended from time to time, the “**Note Purchase Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that and solely during the period in which the grant, attachment or enforcement of a security interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), (ii) all Proceeds (as such term is defined in the Note Purchase Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Note Purchase Agreement) of the Grantor and shall be effective as of the date of the Note Purchase Agreement. This Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, and the Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Note Purchase Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in

addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall govern.

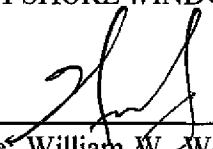
This Grant of Security Interest in Trademarks shall be governed and controlled by the internal laws of the state of New York as to interpretation, enforcement, validity, construction, effect, and in all other respects, including the legality of the interest rate and other charges.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

GRANTOR:

WEST SHORE WINDOW & DOOR, INC.

By:   
Name: William W. Werzyn, Jr.  
Title: Chief Executive Officer

AKNOWLEDGED AND ACCEPTED:

GRANTEE:

GARMARK SBIC ADVISORS II LLC, as  
Agent

\_\_\_\_\_  
By:  
Name: Steven C. Pickhardt  
Title: Managing Partner

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

GRANTOR:

WEST SHORE WINDOW & DOOR, INC.

By: \_\_\_\_\_

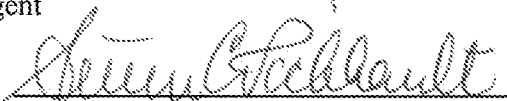
Name: William W. Werzyn, Jr.

Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

GRANTEE:

GARMARK SBIC ADVISORS II LLC, as  
Agent



By:

Name: Steven C. Pickhardt

Title: Managing Partner

**Schedule A - Trademarks**

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration / Application No.</u>	<u>Owned/Licensed</u>
West Shore Window & Door (logo)	West Shore Window & Door, Inc.	April 12, 2011	Active	3,946,288	Owned
West Shore Shower & Bath (logo)	West Shore Window & Door, Inc.	May 17, 2016	Active	4,959,775	Owned
West Shore	West Shore Window & Door, Inc.	May 31, 2016	Active	4,968,264	Owned
West Shore Home	West Shore Window & Door, Inc.	March 16, 2017	Pending	87374169	Owned
Brytons Home Improvement	West Shore Window & Door, Inc.	March 20, 2018	Active	5,426,347	Owned