

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Line Building Products LLC		10/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5180330	AMERICAN CRAFTSMAN	
Registration Number:	2119126	S SILVER LINE WINDOWS & DOORS	
Registration Number:	1932888	SILVER LINE	
Registration Number:	1871352	EVER-WELD	
Registration Number:	1501899	SILVER LINE	
Registration Number:	4332451		
Registration Number:	3745302	S	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$190.00 5180330

DATE SIGNED:

10/15/2018

Total Attachments: 6

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ABL 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 October 15, 2018, made by SILVER LINE BUILDING PRODUCTS LLC, a Delaware limited liability company (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, 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 ABL Credit Agreement, dated as of April 12, 2018 (as amended by Amendment No. 1, dated as of August 7, 2018, and as the same may be further amended, 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 the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered an ABL U.S. 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 October 15, 2018, in favor of the Collateral Agent, the Grantor became a party to the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Security Agreement, the 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, the 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, the 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. The 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 the 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. The 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.

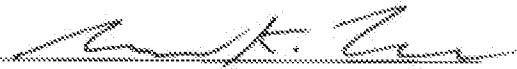
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

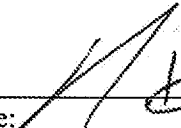
SILVER LINE BUILDING PRODUCTS LLC


By: 
Name: Shawn K. Poe
Title: Vice President and Secretary

[SIGNATURE PAGE TO ABL NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS -- SILVER LINE]

TRADEMARK
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UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Housseem Daly
Title: Associate Director
Banking Products Services, US

By: 
Name: _____
Title: _____
Darlene Arias
Director

{SIGNATURE PAGE TO ABL NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS – SILVER LINE}

TRADEMARK
REEL: 006501 FRAME: 0102

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>
Silver Line Building Products LLC	United States	AMERICAN CRAFTSMAN	87142887 / 5180330	August 18, 2016	April 11, 2017
Silver Line Building Products LLC	United States		75126594 / 2119126	June 27, 1996	December 9, 1997
Silver Line Building Products LLC	United States		74574027 / 1932888	September 15, 1994	November 7, 1995
Silver Line Building Products LLC	United States	EVER-WELD	74487743 / 1871352	February 7, 1994	January 3, 1995
Silver Line Building Products LLC	United States	SILVER LINE	73651592 / 1501899	March 27, 1987	August 30, 1988
Silver Line Building Products LLC	United States		85378732/433 2451	July 22, 2011	May 7, 2013
Silver Line Building Products LLC	United States		77583297/374 5302	October 1, 2008	February 2, 2010