

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Building Supply, Inc.		12/21/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2252687	TM	
Registration Number:	2358108	A ABS - AMERICAN BUILDING SUPPLY	
Registration Number:	2498383	INFINITY ENCORE BY AMERICAN	
Registration Number:	2882618	OVATION	
Registration Number:	2887339	INTEGRA-LOK	
Registration Number:	3029734	FIBERFUSE	
Registration Number:	3353028	INFINITY DOOR BY DOORAMERICA	
Registration Number:	3353034	BRAVO DOOR	
Registration Number:	4010114	DOORMERICA	
Registration Number:	3468925	SMARTCARE WINDOW	
Registration Number:	3533353	THE MILLENIUM COLLECTION BY DOORMERICA	
Registration Number:	5291925	TALON	
Registration Number:	3353035	DOORMERICA	
Registration Number:	3295988	INFINITY BY ABS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			

OP \$365.00 2252687

TRADEMARK

Phone: 617-248-5000
Email: tmadmin@choate.com
Correspondent Name: Daniel L. Scales
Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart, LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009985-0074

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 12/28/2018

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT

This ABL Trademark Security Agreement (this “Agreement”), dated as of December 21, 2018, is entered into by the undersigned (the “Grantor”) in favor of Wells Fargo Bank, National Association, as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered a joinder to that certain Amended ABL Pledge and Security Agreement, dated October 15, 2014, as amended as of December 14, 2017, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

provided, however, that the foregoing shall not include any Trademark, including any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such Trademark (or intent-to-use trademark application) under applicable law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. This Agreement and the security interest granted hereby shall terminate in accordance with the terms of the Pledge and Security Agreement, at which time the Administrative Agent shall (at Grantor’s sole cost and expense) execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

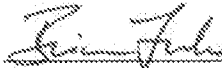
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AMERICAN BUILDING SUPPLY, INC.

By: 
Name: Brian Luke
Title: Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Peter Schuebler*
Name: **Peter Schuebler**
Title: **Vice President**

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006510 FRAME: 0529

SCHEDULE A

TRADEMARKS

Grantor	Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
American Building Supply, Inc.	US	TM Eagle Logo TM	75359516	6/19/1997	2252687	6/15/1999
American Building Supply, Inc.	US	A ABS - AMERICAN BUILDING SUPPLY	75366778	10/2/1997	2358108	6/13/2000
American Building Supply, Inc.	US	INFINITY ENCORE BY AMERICAN	76168862	11/20/2000	2498383	10/16/2001
American Building Supply, Inc.	US	OVATION	76483791	1/21/2003	2882618	9/7/2004
American Building Supply, Inc.	US	INTEGRA-LOK	76502704	2/13/2003	2887339	9/21/2004
American Building Supply, Inc.	US	FIBERFUSE	76502702	3/31/2003	3029734	12/13/2005
American Building Supply, Inc.	US	INFINITY DOOR BY DOORAMERICA	77024431	10/18/2006	3353028	12/11/2007
American Building Supply, Inc.	US	BRAVO DOOR	77025405	10/19/2006	3353034	12/11/2007
American Building Supply, Inc.	US	DOORMERICA	77943049	2/23/2010	4010114	8/9/2011
American Building Supply, Inc.	US	SMARTCARE WINDOW	77141679	3/27/2007	3468925	7/15/2008
American Building Supply, Inc.	US	THE MILLENNIUM COLLECTION BY DOORMERICA	77330672	11/15/2007	3533353	11/18/2008
American Building Supply, Inc.	US	TALON	86904022	2/10/2016	5291925	9/19/2017
American Building Supply, Inc.	US	DOORMERICA	77025414	10/19/2006	3353035	12/11/2007
American Building Supply, Inc.	US	INFINITY BY ABS	76590716	5/6/2004	3295988	9/25/2007
American Building Supply, Inc.	US	SHAPES BY MILLENNIUM	87560997 (Pending ITU)	8/8/2017	n/a	n/a
American Building Supply, Inc.	US	CONTEMPORARY SHAPES BY MILLENNIUM	87573614 (Pending ITU)	8/17/2017	n/a	n/a
American Building Supply, Inc.	US	MODERN SHAPES BY MILLENNIUM	87573623 (Pending ITU)	8/17/2017	n/a	n/a
American Building Supply, Inc.	US	MILLENNIUM	87901045 (Pending ITU)	4/30/2018	n/a	n/a

8797796

RECORDED: 12/28/2018

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