

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment and Confirmation of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLAR GROUP, INC.		01/24/2019	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	74595017	MAILSAFE	
Serial Number:	73747770	THE BRUTE	
Serial Number:	76167826	THE ESTATE SERIES	
Serial Number:	76498613	THE GENTRY	
Serial Number:	77616292	ESTATE	
Serial Number:	85093960	HERITAGE	
Serial Number:	85410562	THE BIG EASY	
Serial Number:	85321988	MAILSAFE	
Serial Number:	87743116	SOLAR GROUP	
Serial Number:	87715335	GIBRALTAR MAILBOXES	
Serial Number:	85978266	PARCEL PRO	
Serial Number:	85705053	GORILLA BOX	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
TRADEMARK			

OP \$315.00 74595017

Correspondent Name: David D. Thomas, Esq.
Address Line 1: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: David D. Thomas

SIGNATURE: /s/ David D. Thomas

DATE SIGNED: 02/07/2019

Total Attachments: 13

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THIRD AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This THIRD AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 24th day of January, 2019 by and between SOLAR GROUP, INC., a Delaware corporation ("Pledgor"), and KEYBANK NATIONAL ASSOCIATION, as the Administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, Gibraltar Industries, Inc., a Delaware corporation, and Gibraltar Steel Corporation of New York, a New York corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), the lenders party thereto and the Administrative Agent entered into that certain Fifth Amended and Restated Credit Agreement, dated as of December 9, 2015 (the "Fifth Amended Credit Agreement");

WHEREAS, the Borrowers are entering into that certain Sixth Amended and Restated Credit Agreement, dated as of January 24, 2019, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of July 24, 2009, as amended and confirmed pursuant to that certain Amendment and Confirmation of Intellectual Property Security Agreement, dated as of October 11, 2011 and that certain Second Amendment and Confirmation of Intellectual Property Security Agreement, dated as of December 9, 2015 (the "IP Agreement"), wherein Pledgor granted to the Administrative Agent, for the benefit of the lenders referenced therein, a security interest in all of Pledgor's intellectual property;

WHEREAS, the Credit Agreement amends and restates in its entirety the Fifth Amended Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall secure the Secured Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Amendments to IP Agreement.

(a) Amendment to Recitals. The IP Agreement is hereby amended to delete the first paragraph of Section 1 (Recitals) therefrom and to insert in place thereof the following:

1. Recitals.

Gibraltar Industries, Inc., a Delaware corporation, and Gibraltar Steel Corporation of New York, a New York corporation (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Sixth Amended and Restated Credit Agreement, dated as of January 24, 2019, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders continue to grant to the Borrowers the financial accommodations as described in the Credit Agreement.

(b) Amendment to Definitions. Section 2 of the IP Agreement is hereby amended to delete the definition of “Obligations” therefrom, and to insert in place thereof the following:

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Credit Parties to the Administrative Agent, the Swing Line Lender, any Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans and all obligations of the Borrowers or any other Credit Party pursuant to Letters of Credit, including without limitation all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceeding with respect to a Borrower, whether or not such interest or expenses are allowed as a claim in such proceeding; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

(c) Deletion from Definitions. Section 2 of the IP Agreement is hereby amended to delete the definition of “Diamond Perforated Guaranty” therefrom.

(d) Amendment to Schedule 1. The IP Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Pledgor hereby acknowledges and agrees that the Credit Agreement amends and restates the Fifth Amended Credit Agreement, but does not terminate or replace the Fifth Amended Credit Agreement. All of the Secured Obligations arising under the Fifth Amended Credit Agreement and the IP Agreement shall continue as Secured Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Secured Obligations and any future indebtedness owing under the Credit Agreement, by the security interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Secured Obligations arising under the Fifth Amended Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent, on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

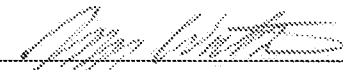
6. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any such action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Third Amendment and Confirmation of Intellectual Property Security Agreement as of the date first set forth above.

SOLAR GROUP, INC.

By: 
Jeffrey Watorek
Vice President, Secretary and Treasurer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Mark F. Wachowiak
Senior Vice President

Signature Page to Third Amendment and Confirmation of
Intellectual Property Security Agreement

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REEL: 006554 FRAME: 0372

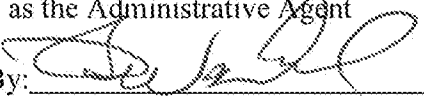
JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

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SOLAR GROUP, INC.

By: _____
Jeffrey Watorek
Vice President, Secretary and Treasurer

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By:  _____
Mark F. Wachowiak
Senior Vice President



SCHEDULE 1

See attached.


Solar Group, Inc., Patents

Title	Application Number	Patent Number	Type (U/D)	Filing Date	Date Issued	Country
Secure parcel receptacle, lock assembly therefore and associated method	09/824,138	6,412,688	U	4/2/2001	7/2/2002	USA
Roll type roof ridge ventilator and associated method	09/772,611	6,684,581	U	1/30/2001	2/3/2004	USA
Modular shelving system	11/048,838	7,686,173	U	2/2/2005	3/30/2010	USA
Mailbox mounting bracket assembly	12/505,572	8,104,732	U	7/20/2009	1/31/2012	USA
Mailbox and mounting assembly and mounting method therefor	15/270,257	-	U	9/20/2016	-	USA
Mailbox and barrier member therefor	15/891,684	10,111,548	U	2/8/2018	10/30/2018	USA

Solar Group, Inc., Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
EASY UP (and design)		Registered	10/8/1996	2,006,214	75/013,693	USA	IC 006 IC 011 IC 020	Metal goods, namely drive-in post anchors, T-bracing and flat wall bracing, door viewers and knockers, door finger pulls, door stops, handrail brackets, cabinet catches, metal closet rods, sash locks, sash lifts, closet hinges, metal rod chairs for supporting reinforcing bars used in concrete construction, soffit ventilators, house numbers, metal mailboxes, mailbox post mounts, mailbox post supports, mail slots, mailbox mounting hardware, namely metal mounting brackets, screws and bolts; metal static roof vents, metal ridge vents, metal ventilating lovers, soffit strips, foundation vents; Turbine ventilators and powered ventilators for domestic use; Non-metal mailboxes, non-metal mailbox house mounts, non-metal house numbers, non-metal house number supports, non-metal mailbox flags, non-metal wall bumpers, non-metal roof vents, non-metal ridge vents, non-metal storage hooks.
MAILSAFE (and design)		Registered	7/2/1996	1,984,693	74/595,017	USA	IC 020	Non-metal mail boxes.

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THE BRUTE (stylized)		Registered	5/30/1989	1,541,576	73/747,770	USA	IC 020	Non-metal rural mailboxes.
THE ESTATE SERIES	THE ESTATE SERIES	Registered	11/19/2002	2,652,518	76/167,826	USA	IC 006	Rural metal mailboxes, metal posts for supporting mailboxes, metal fasteners for securing post components to each other.
THE GENTRY	THE GENTRY	Registered	2/10/2004	2,812,677	76/498,613	USA	IC 020	Plastic rural mailboxes and plastic posts for rural mailboxes.
ESTATE	ESTATE	Registered	6/16/2009	3,639,131	77/616,292	USA	IC 006	Metal fasteners, namely, bolts, screws, rivets, nails, brackets and fittings for securing mailbox and mailbox post components together; metal mailboxes; metal posts.
BERKSHIRE	BERKSHIRE	Registered	1/11/2005	2,917,510	78/353,597	USA	IC 006	Metal mail boxes.

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FIRST CLASS	FIRST CLASS	Registered	10/30/2007	3,325,892	78/534,588	USA	IC 006 IC 020	Metal mail boxes; Non-metal mail boxes.
POSTMASTER	POSTMASTER	Registered	11/7/2000	2,402,352	75/350,207	USA	IC 006 IC 020	Metal mail boxes and accessories, namely, mounting brackets and shelf expanders; Non-metal mail boxes and accessories, namely, mounting brackets and shelf expanders.
THE IRONSIDE	THE IRONSIDE	Registered	3/19/2002	2,550,239	75/350,209	USA	IC 006	Mail boxes made predominately of metal.
HERITAGE	HERITAGE	Registered	10/18/2011	4,043,077	85/093960	USA	IC 020	Non-metal mailboxes.
THE BIG EASY	THE BIG EASY	Registered	2/14/2012	4,251,094	85/410562	USA	IC 020	Non-metal mailboxes.
MAILSAFE	MAILSAFE	Registered	6/5/2011	4,155,547	85/321988	USA	IC 006	Metal mailboxes.

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SOLAR GROUP	SOLAR GROUP	Registered	8/7/2018	5535258	87743116	USA	IC 006 IC 019 IC 020	Metal mailboxes, metal mailbox support posts, metal mailbox posts, metal mailbox flags, metal mailbox mounting brackets, metal mailbox house mounts in the nature of mounting brackets, metal mailbox numbers; wooden mailbox posts and non-metal structures for mounting in the nature of mounting boards for mailboxes; wooden mailbox support boards in the nature of non-metal building materials; plastic mailbox posts; Wooden mailboxes, wooden mailbox house mounts in the nature of mounting brackets, wooden mailbox numbers; plastic mailboxes, plastic mailbox posts, plastic mailbox flags, plastic mailbox mounting brackets, plastic mailbox house mounts in the nature of mounting brackets, plastic mailbox numbers
GIBALTAR MAILBOXES	GIBALTAR MAILBOXES	Registered	8/7/2018	5534119	87715335	USA	IC 006 IC 019 IC 020	metal mailboxes, metal mailbox support posts, metal mailbox posts, metal mailbox flags, metal mailbox mounting brackets, metal mailbox house mounts in the nature of mounting brackets, metal mailbox numbers; wooden mailbox posts and non-metal structures for mounting in the nature of mounting boards for mailboxes; wooden mailbox support boards in the nature of non-metal building materials; plastic mailbox posts; wooden mailboxes, wooden mailbox house mounts in the nature of mounting brackets, wooden mailbox numbers; plastic mailboxes, plastic mailbox posts, plastic mailbox flags, plastic mailbox mounting brackets, plastic mailbox house mounts in the nature of mounting brackets, plastic mailbox numbers

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PARCEL PRO	PARCEL PRO	Registered	1/29/2013	4284105	85978266	USA	IC 006	Metallic lockable containers for the receipt of delivered packages, envelopes, and other articles
Gorilla Box	Gorilla Box	Registered	1/21/2014	4471822	85705053	USA	IC 006	Metal mailboxes

Solar Group, Inc., Copyrights

Copyright Claimant	Registration Number	Registration Date	Title	Description
Solar Group, Inc.	V3412D855	3/13/1998	Century Classic 2000 Mailbox & 1 Other Title (Century Classic 2000 3-D artwork).	recorded document
Solar Group, Inc.	VAU 469-000	5/14/1999	Cast Aluminum Vertical Citibox.	technical drawing.
Solar Group, Inc.	VAU 462-933	5/28/1999	Cast Aluminum Horizontal Citibox.	technical drawing.
Solar Group, Inc.	VA 1-038-133	3/27/2000	Olde Towne Collection Post Assembly.	mailbox support post
Solar Group, Inc.	VA 1-041-820	3/27/2000	Olde Towne Collection Vertical Mailbox.	visual material
Solar Group, Inc.	VA 1-041-830	3/27/2000	Olde Towne Collection Horizontal Mailbox.	visual material
Solar Group, Inc.	TX 5-186-529	4/30/2000	Olde Towne Collection.	2 pages
Solar Group, Inc.	TXU 976-824	11/27/2000	Premium Mailbox Post: The Estate ES200 Black.	poster
Solar Group, Inc.	TXU 977-296	11/27/2000	Premium Mailbox Post: The Estate Series ES200 White.	poster
Solar Group, Inc.	TXU 980-912	11/27/2000	Premium Mailbox: Estate Series E15 Black.	poster
Solar Group, Inc.	TXU 983-179	11/28/2000	Premium Mailbox (Estate Series E15 White).	poster
Solar Group, Inc.	TXU 980-800	12/4/2000	Premium Mailbox: Estate Series E15 Premium Aluminum Mailbox Post.	poster
Solar Group, Inc.	V3540D897	7/28/2006	Cardinal & 17 other titles/ Add. ti: Country image color illustrations.	recorded document
Solar Group, Inc.	V3579D531	6/9/2009	Cardinal & 17 other titles/ Add. ti: Country image color illustrations.	recorded document
Solar Group, Inc.	V3581D627	8/6/2009	Olde Towne Collection & 11 other titles.	recorded document
Solar Group, Inc.	V9930D043	12/29/2015	Olde Towne Collection and 14 other titles.	recorded document