

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509132

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
NOLL/NORWESCO, LLC		01/24/2019	Limited Liability Company:
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: 1			
Property Type	Number	Word Mark	
Serial Number:	85599403	WEATHER GUARD RAINWARE	
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		
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: 9			
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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 NOLL/NORWESCO, LLC, a Delaware limited liability company ("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 accomodation 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.

NOLL/NORWESCO, LLC

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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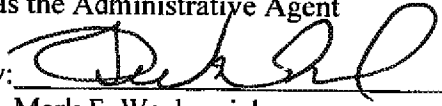
JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION 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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NOLL/NORWESCO, LLC

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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SCHEDULE 1

See attached.

NOLL/Norwesco, LLC, Trademarks

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class	Goods or Services
025	025	Registered	9/19/1961	0,721,610	72/097,234	USA	IC 011	Cap assemblies for gas vents.
GENERAL METALCRAFT PRODUCTS (and design)		Registered	1/11/2000	2,307,147	75/502,001	USA	IC 006	Metal building products, namely, gutters, downspouts, flashings, roof vents, and HVAC ducting
M&N PLASTICS	M&N PLASTICS	Registered	12/26/2006	3,188,869	78/652,448	USA	IC 019	Fabricated plastic products, namely area wells for building ventilation, vents for buildings, namely cap vents, foundation vents, gable vents, ridge vents, roof vents, soffit vents, and stem vents.
NOLL	NOLL	Registered	9/19/1961	0,721,611	72/097,235	USA	IC 011	Cap assemblies for gas vents.
NORWESCO	NORWESCO	Registered	10/5/1965	0,796,980	72/202,117	USA	IC 021	Fabricated metal products, namely, pails, tubs, garbage cans, mailboxes, and sprinkling cans.

NORWESCO	NORWESCO	Registered	9/7/1965	0,795,437	72/202,118	USA	IC 006 IC 017 IC 019	Fabricated metal products namely, downspouts, gutters, roof ventilators, shower stalls, and window wells.
NORWESCO	NORWESCO	Registered	9/7/1965	0,795,498	72/202,119	USA	IC 012	Wheelbarrows.
NORWESCO	NORWESCO	Registered	11/28/2006	3,176,210	78/616,966	USA	IC 006 IC 012 IC 019 IC 021	Fabricated metal products, namely, mail boxes, downspouts, gutters, roof vents for ventilation, window wells, metal HVAC pipe and ducts, namely HVAC pipe and ducts, angles, boots, boxes, adjustable collars, elbows, filter slides, increasers, plugs, reducers, saddles, spin-ins, stands, tees, and wyes for HVAC ducts; Wheelbarrows; Fabricated plastic products, namely, area wells for building ventilation, vents for buildings, namely, cap vents, foundation vents, gable vents, ridge vents, roof vents, soffit vents, and stem vents; Fabricated metal products, namely, pails, water tubs, garbage cans, and watering cans.

WEATHER GUARD RAINWARE	VENT AIR	Registered	12/5/2006	3,179,511	78/617,039	USA	IC 019 IC 020	Fabricated plastic products for use in household construction, namely, cap vent covers, foundation vent covers, gable vent covers, ridge vent covers, roof vent covers, soffit vent covers, and stem vent covers for roof, wall, and building foundations; Fabricated plastic products for use in household construction, namely, non-metal ventilating ducts utilizing end cap vents, foundation vents, gable vents, ridge vents, roof vents, soffit vents, and stem vents.
WEATHER GUARD RAINWARE	VENT AIR	Registered	3/18/2014	4498656	85599403	USA	IC 008	Water handling and conveyance products, namely, metal gutters and gutter pipes

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RECORDED: 02/07/2019