

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PerforMax Global LLC		06/03/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	600 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87811372	MAXCOOL	
Serial Number:	86551215	MAXDOCK	
Serial Number:	86710726	MAXFOLD	
Serial Number:	87811394	MAXFREEZE	
Serial Number:	85662837	MAXPOWER	
Serial Number:	87794883	MAXPRO	
Serial Number:	85662842	MAXROLL	
Serial Number:	87794894	MAXSEAL	
Serial Number:	85662833	MAXSPEED	
Serial Number:	87794907	MAXZIP	
Serial Number:	87342290	P PERFORMAX	
Serial Number:	85628932	P PERFORMAX	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARIE-ALEXIS VALENTE		

CH \$315.00 87811372

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 8088/46

NAME OF SUBMITTER: MARIE-ALEXIS VALENTE

SIGNATURE: /MARIE-ALEXIS VALENTE/

DATE SIGNED: 06/06/2019

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 3, 2019, is made by PerforMax Global LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of July 31, 2015 (as supplemented and amended certain Joinder Agreement, dated as of November 29, 2016, as further amended by that certain First Amendment to Credit Agreement, dated as of February 16, 2017, as further supplemented and amended by that certain Assumption, Joinder and Reaffirmation Agreement, dated as of May 30, 2018, as further amended by that certain Second Amendment to Credit Agreement, dated as of August 17, 2018, and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Arthur Parent LLC, a Delaware limited liability company (as successor to Arthur Parent Corp., a Delaware corporation) ("Holdings") C.H.I. Overhead Doors, LLC, an Illinois limited liability company (as successor to C.H.I. Overhead Doors, Inc., an Illinois corporation) (the "Borrower"), the Lenders and Letter of Credit Issuers from time to time party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties, and as swingline lender and letter of credit issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans to the Borrower, and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower or, for so long as the Borrower is the primary obligor, for the account of Holdings or the Restricted Subsidiaries (other than the Borrower) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of July 31, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower, the Swingline Lender to make Swingline Loans to the Borrower and the Letter of Credit Issuer to issue Letters of Credit for the account of the Borrower or, for so long as the Borrower is the primary obligor, for the account of Holdings or the Restricted Subsidiaries (other than the Borrower), and to induce one or more Cash Management Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries and one or more Hedge Banks to enter into Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the

benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.


PERFORMAX GLOBAL LLC,
as the Grantor

By: David Bangert

Name: David Bangert
Title: Chief Executive Officer

[Signature Page for the Grant of Security Interest in Trademark Rights]

UBS AG, STAMFORD BRANCH,
as the Agent

By: 
Name: Darlene Arias
Title: Director


By: 
Name:
Title:

[Signature Page for the Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER APPLICATION NUMBER REGISTRATION NUMBER TITLE

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
PerforMax Global LLC	87811372	Pending	MAXCOOL
PerforMax Global LLC	86551215	4848037	MAXDOCK
PerforMax Global LLC	86710726	5161975	MAXFOLD
PerforMax Global LLC	87811394	Pending	MAXFREEZE
PerforMax Global LLC	85662837	4506254	MAXPOWER
PerforMax Global LLC	87794883	5565688	MAXPRO
PerforMax Global LLC	85662842	4506255	MAXROLL
PerforMax Global LLC	87794894	5574838	MAXSEAL
PerforMax Global LLC	85662833	4506253	MAXSPEED
PerforMax Global LLC	87794907	5565689	MAXZIP
PerforMax Global LLC	87342290	5431151	P PERFORMAX
			
PerforMax Global LLC	85628932	4271787	P PERFORMAX and Design 