# OP \$40.00 2561192

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/24/2019	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	JELD-WEN, INC.	
Street Address:	2645 Silver Crescent Drive	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28273	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2561192	CMD

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009985-0074
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	06/11/2019

#### **Total Attachments: 4**

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#### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 24, 2019 (the "Effective Date"), is made by Wells Fargo Bank, National Association, in its capacity as Administrative Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Amended ABL Pledge and Security Agreement, dated as of October 15, 2014, by and among the Agent, JELD-WEN, INC. ("<u>JELD-WEN</u>"), the Grantor and certain other parties thereto (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), the Grantor granted to the Agent, in its capacity as Administrative Agent for the secured parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 15, 2014 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 30, 2014 at Reel/Frame 5391/0195;

WHEREAS, JELD-WEN assigned all its rights, title and interest in and to the Released Trademark Collateral (as defined below), and all goodwill associated therewith to the Grantor on May 21, 2019;

WHEREAS, in reliance on the representations and warranties concerning the transactions referenced in that certain Transaction Certificate and Request for Release, dated as of May 24, 2019, by and among JELD-WEN, Inc. and the Agent (the "Request for Release"), the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to: (i) the trademark registrations and applications set forth Schedule I attached hereto; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) the right to obtain all extensions and renewals thereof; (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, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereof; and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Released Trademark Collateral"), in each case arising under the Security Agreement and the Trademark Security Agreement. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademark Collateral.

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- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.
- 6. <u>Successors and Assigns</u>. This Release shall be binding upon the Agent's successors, assigns, transferees and other legal representatives (only in their respective capacity as Administrative Agent), and is made in favor of and for the benefit of the Grantor and its successors and assigns.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature Page Follows]

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# WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent

By: Peter Schuebler

Title: Vice President

**GRANTOR:** 

JELD-WEN, INC.

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# SCHEDULE I

### RELEASED TRADEMARK COLLATERAL

# Partial Release of Trademark Security Agreement recorded October 30, 2014 at Reel/Frame 5391/0195

Grantor	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Creative Media	CMD	76/049,381	5/8/2000	2,561,192	4/16/2002
Development, Inc.					

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**RECORDED: 06/11/2019**