

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment to Successor Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania, as Collateral Agent		06/07/2019	Bank: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SJC DLF III-F, LLC as Successor Collateral Agent		
Street Address:	1700 East Putnam Avenue, Suite 207		
Internal Address:	c/o Czech Asset Management L.P.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0786252	ACOUSTA-PANE	
Registration Number:	1119194	CHEM-TEM	
Registration Number:	0819745	FROST-LITE	
Registration Number:	1581531	SECUR-LITE 4X	
Registration Number:	1492256	SECUR-TEM+POLY	
Registration Number:	1303727	SKY-SLOPE	
Registration Number:	2254227	WIND-PANE	
Registration Number:	1024203	LEXGARD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 0786252

ATTORNEY DOCKET NUMBER:	1097449 TM ASSIGNMENT
NAME OF SUBMITTER:	Karen Cottrell
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	06/18/2019

Total Attachments: 6

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ASSIGNMENT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Assignment”), effective as of June 7, 2019, is made by CITIZENS BANK OF PENNSYLVANIA, as Collateral Agent (in such capacity, the “Existing Agent”) and SJC DLF III-F, LLC, as successor Collateral Agent (in such capacity, the “Successor Agent”) in connection with (i) the Loan and Security Agreement entered into by, inter alios, Consolidated Glass Holdings, Inc., SSI Consolidated Holdings, Inc., and the Existing Agent, dated as of June 12, 2015 (as amended from time to time, the “Security Agreement”) and (ii) the Grant of Security Interest in Trademarks entered into by G.A.A.G., L.L.C., and the Existing Agent, dated as of June 12, 2015 (the “IP Security Agreement”). Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Security Agreement or the IP Security Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Security Agreement and IP Security Agreement, each Grantor granted to the Existing Agent on behalf of and for the ratable benefit of the Existing Agent and the Lenders a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Intellectual Property collateral (as described in the Security Agreement), including the intellectual property registrations and applications listed in Schedule A (collectively, the “Secured IP”);

WHEREAS, the GAAG IP Security Agreement was recorded at the United States Patent and Trademark Office on June 17, 2015 at Reel 005554, Frame 0488;

WHEREAS, pursuant to the Assignment and Acceptance, dated as of the date hereof, by and among the Existing Agent and the Successor Agent, among others (the “Assignment and Acceptance”), the Existing Agent has assigned to the Successor Agent the security interest in the Secured IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests pledged, collaterally assigned, mortgaged, transferred and granted to, or otherwise created in favor of, the Existing Agent under the Security Agreement and IP Security Agreement in, to and under the Secured IP, and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the Security Agreement and IP Security Agreement as amended by the Assignment and Acceptance. The Security Agreement and IP Security Agreement as amended by the Assignment and Acceptance

(and all rights and remedies of the Successor Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

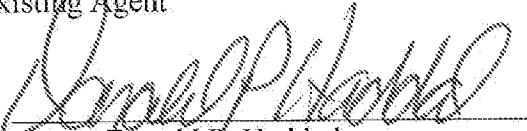
SECTION 3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers on the date hereof.

CITIZENS BANK OF PENNSYLVANIA,
as Existing Agent

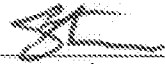
By:



Name: Donald P. Haddad

Title: SVP

SJC DLF III-F, LLC
as Successor Agent

By: 
Name: Stephen J. Czech
Title: Authorized Signatory

[Signature Page to IP Security Assignment]

TRADEMARK
REEL: 006672 FRAME: 0759

SCHEDULE A

[Attached]

TRADEMARKS

OWNER	REG. NO.	TRADEMARK
G.A.A.G., L.L.C.	0786252	ACOUSTA-PANE
G.A.A.G., L.L.C.	1119194	CHEM-TEM
G.A.A.G., L.L.C.	0819745	FROST-LITE
G.A.A.G., L.L.C.	1581531	SECUR-LITE 4X
G.A.A.G., L.L.C.	1492256	SECUR-TEM + POLY
G.A.A.G., L.L.C.	1303727	SKY-SLOPE
G.A.A.G., L.L.C.	2254227	WIND-PANE
G.A.A.G., L.L.C.	1024203	LEXGARD