

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM547909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association, as Agent		10/01/2019	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Custom Window Systems, Inc.		
<b>Street Address:</b>	1900 SW 44th Ave		
<b>City:</b>	Ocala		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34474		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3389461	WINDPACT PLUS	
<b>Registration Number:</b>	3513389	THE INVISIBLE ENERGY APPLIANCE	
<b>Registration Number:</b>	3509419	FLORIDA MADE FOR THE FLORIDA TRADE	
<b>Registration Number:</b>	3054039	C	
<b>Registration Number:</b>	3131970	CUSTOM WINDOW SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<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>			
<b>Phone:</b>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon St.		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2029724-1473		
<b>NAME OF SUBMITTER:</b>	Betty G. Smith		
<b>SIGNATURE:</b>	/Betty G. Smith/		
<b>DATE SIGNED:</b>	11/04/2019		

OP \$140.00 3389461

**Total Attachments: 3**

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**RELEASE AND TERMINATION  
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of October 1, 2019 (this “Release”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent acting for the benefit of the Secured Parties (in such capacity, the “Agent”), in favor of CUSTOM WINDOW SYSTEMS, INC., a Florida corporation, with an address of 1900 SW 44th Ave, Ocala, FL 34474 (the “Grantor”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent are parties to that certain (i) Second Lien Guaranty and Security Agreement, dated as of July 31, 2015 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) Trademark Security Agreement, dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Agent a Lien on and security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on July 31, 2015 at reel 5589, frame 0794; and


WHEREAS, pursuant to that certain Payoff Letter, dated as of October 1, 2019, by and between among others, the Grantor and the Agent, the Grantor has requested and the Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its Lien on and security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest in the Trademark Collateral, (b) release and relinquish and discharge its Liens on and security interest in the Trademark Collateral, and (c) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: Nicole Kroll  
Assistant Vice President

## **SCHEDULE A**

### **Trademark Collateral**

#### **1. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
Wind Pact Plus	Custom Window Systems, Inc.	3389461	2/26/08
The Invisible Energy Appliance	Custom Window Systems, Inc.	3513389	10/07/08
Florida Made for the Florida Trade	Custom Window Systems, Inc.	3509419	09/30/08
C	Custom Window Systems, Inc.	3054039	1/31/06
Custom Window Systems	Custom Window Systems, Inc.	3131970	8/22/06

#### **2. TRADEMARK APPLICATIONS**

None.