

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560151

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NewSouth Window Solutions, LLC | | 02/01/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Truist Bank | | |
| Street Address: | 245 Peachtree Center Ave., NE | | |
| Internal Address: | 17th Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30303 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3970517 | EVANTAGE | |
| Registration Number: | 3970518 | IVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 8007130755 | | |
| Email: | james.murray@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 02/03/2020 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2020 (“Agreement”), between NEWSOUTH WINDOW SOLUTIONS, LLC (together with its successors and assigns, the “Grantor”), and TRUIST BANK, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of February 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PGT Innovations, Inc. (formerly known as PGT, Inc.), a Delaware corporation (together with its successors and assigns, the “Borrower”), the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”) and Truist Bank, as administrative agent and collateral agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Security Agreement, dated as of February 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Collateral Agent and the other Secured Creditors and hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

(a) As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (1) all Trademarks, registered or applied for with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (2) all registrations and recordings with respect to any of the foregoing;
- (3) all reissues, extensions and renewals of any of the foregoing;
- (4) all Proceeds and products of the Trademarks;
- (5) the goodwill of the businesses with which the Trademarks are associated; and

(6) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

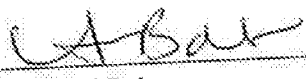
Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6. Jury Trial Waiver. **THE GRANTOR AND THE COLLATERAL AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE COLLATERAL AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN 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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NEWSOUTH WINDOW SOLUTIONS, LLC,
as the Grantor

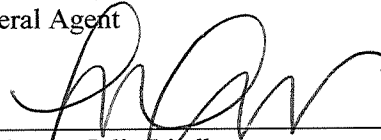
By: 
Name: Sherri Baker
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006854 FRAME: 0751

TRUIST BANK,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'Julie Lindberg', written over a horizontal line.

Name: Julie Lindberg
Title: Vice President

Schedule A

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Record Owner</u> | <u>Reg. No.</u> <u>(App. No.)</u> |
|-------------|-----------------------------------|--------------------------------------|
| EVANTAGE | NewSouth Window Solutions, LLC | 3970517 (85149014) |
| IVANTAGE | NewSouth Window Solutions, LLC | 3970518 (85149020) |