

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advance Fiber, LLC		01/14/2020	Limited Liability Company: DELAWARE
Expert Insulation of Minnesota, LLC		01/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Term Collateral Agent		
Street Address:	101 North Tryon Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77496417	AFT	
Serial Number:	77461848	AFT FIRE SHIELD	
Serial Number:	76370745	EXPERT INSULATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126834120		
Email:	luis.rodriguez@unitedcorporate.com		
Correspondent Name:	Doris B. Ka		
Address Line 1:	80 PINE STREET		
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP		
Address Line 4:	NEW YORK, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/13/2020		

OP \$90.00 77496417

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Advanced Fiber, LLC
- 2. Expert Insulation of Minnesota, LLC

- Address (1 & 2):
 495 South High Street, Suite 50
 Columbus, OH 43215
 Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 14, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Term Collateral Agent

Street Address: 101 North Tryon Street, 5th Floor

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1867 (Term)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
Signature

February 13, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 14, 2020, among ADVANCED FIBER, LLC and EXPERT INSULATION OF MINNESOTA, LLC (each a “**Grantor**” and, collectively the “**Grantors**”), in favor of BANK OF AMERICA, N.A., in its capacity as term collateral agent pursuant to the Credit Agreement (as defined in the Term Collateral Agreement, defined below) (in such capacity, the “**Term Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to the Term Collateral Agreement dated of April 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Term Collateral Agreement**”) in favor of the Term Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Term Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Term Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Collateral Agreement and used herein have the meaning given to them in the Term Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Term Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Collateral) of each such Grantor: Trademarks of each such Grantor listed on Schedule I attached hereto, all goodwill associated with such Trademarks and all proceeds of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Term Collateral Agent pursuant to the Term Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Term Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Term Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Collateral Agreement, the provisions of the Term Collateral Agreement shall control unless the Term Collateral Agent shall otherwise determine.

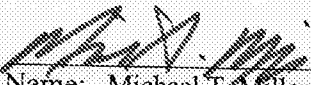
SECTION 4. Termination. Upon the termination of the Term Collateral Agreement in accordance with Section 5.13 thereof, the Term Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

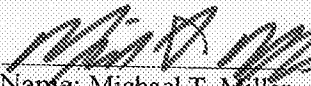
[Signature pages follow.]

GRANTORS:

Advanced Fiber, LLC

By: 
Name: Michael T. Miller
Title: Executive Vice President and Chief
Financial Officer

Expert Insulation of Minnesota, LLC

By: 
Name: Michael T. Miller
Title: Executive Vice President and Chief
Financial Officer

[IBP - Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Term Collateral Agent

By: Mollie S. Canup
Name: Mollie S. Canup
Title: Vice President

**Schedule I
U.S. Trademark Registrations**

U.S. Trademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Advanced Fiber, LLC	AFT & Design	77496417	06/11/2008	3656703	07/21/2009
2.	Advanced Fiber, LLC	AFT FIRE SHIELD & Design	77461848	04/30/2008	3590305	03/17/2009
3.	Expert Insulation of Minnesota, LLC	EXPERT INSULATION & Design	76370745	02/13/2002	2662937	12/17/2002