

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, National Association		04/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vista Window Company, LLC		
Doing Business As:	F/K/A Vista Acquisition Company, LLC		
Street Address:	1701 Henn Pkwy.		
City:	Warren		
State/Country:	OHIO		
Postal Code:	44481		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4393145	ENVIROTEK	
Registration Number:	4343402	ECO-SURE	
Registration Number:	3471500	VISTA WINDOW COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	37337.04029		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	04/04/2020		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of April 1, 2020 and granted by TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association with an office at 98 San Jacinto Blvd., Suite 200, Austin, Texas 78701 (the “**Lender**”), in favor of VISTA WINDOW COMPANY, LLC, a Delaware limited liability company with an address of 1701 Henn Pkwy, Warren, OH 44481 (formerly known as VISTA ACQUISITION COMPANY, LLC and a successor in interest to VISTA WINDOW COMPANY, LLC an Ohio limited liability company) (the “**Grantor**”).

WHEREAS, pursuant to that certain Credit Agreement dated effective as of December 21, 2015, as it has been amended, modified, renewed, restated, extended, supplemented, replaced, consolidated, substituted, or otherwise changed from time to time (the “**Credit Agreement**”) among the Grantor, Lender, and other parties thereto, the Grantor executed and delivered to the Lender that certain Pledge and Security Agreement dated effective as of December 21, 2015 as it has been amended, modified, renewed, restated, extended, supplemented, replaced, consolidated, substituted, or otherwise changed from time to time (the “**Security Agreement**” and, together with the Credit Agreement, the “**Credit Documents**”);

WHEREAS, pursuant to the Credit Documents, Grantor pledged and granted to the Lender a valid, continuing security interest in certain intellectual property owned or thereafter acquired by Grantor, including the Trademark Collateral (as defined below),

WHEREAS, pursuant to the Credit Documents, a Notice of Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office at Reel/Frame No. 6006/0321 on March 8, 2017 and a Notice of Name Change With Respect to Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office at Reel/Frame No. 6024/0256 on March 30, 2017 (collectively, the “**Trademark Security Agreement**”); and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Credit Documents.

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

1. Release of Security Interest. Lender hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests currently existing as of the date hereof that it has pursuant to the Credit Documents or otherwise in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule

I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further reasonable actions, and provide to the Grantor such reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

4. Disclaimer. Lender makes no representations or warranties of any kind or nature whatsoever regarding the subject matter hereof and all such representations and warranties are hereby disclaimed.

5. Binding Effect. This Release is binding on Lender and its successors and assigns and benefits Grantor and its successors and assigns.

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: Monica Fernandes

Name: Monica Fernandes

Title: Senior Vice President

SCHEDULE 1
TRADEMARKS

Mark	Country	Application Serial Number	Registration Number	Record Owner
ENVIROTEK	US	85522615	4393145	Vista Window Company, LLC
ECO-SURE	US	85522369	4343402	Vista Window Company, LLC
VISTA WINDOW COMPANY & Design	US	77344764	3471500	Vista Window Company, LLC