

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570517

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:	Paradigm Operating Company, LLC		
Street Address:	56 Milliken Street		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2205427	SUNWISE	
Registration Number:	5312046	PARADIGM WINDOWS AND DOORS	
Registration Number:	5035031	PARADIGM WINDOW SOLUTIONS FOR LIFE	
Registration Number:	5561446	PARADIGM WINDOW SOLUTIONS	
Registration Number:	4997664	PARADIGM	
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,rfalk@calfee.com,ccostanza@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		

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Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY 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 PARADIGM OPERATING COMPANY, LLC, a Delaware limited liability company with an address of 56 Milliken Street, Portland, Maine 04103 (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 “**Pledge and 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 Intellectual Property as defined in the Pledge and Security Agreement and the Intellectual Property Collateral (as defined below);

WHEREAS, the Pledge and Security Agreement was recorded with the United States Patent and Trademark Office, Trademark Division at Reel/Frame No. 5693/0909 on December 21, 2015; 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 Intellectual Property 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 Pledge and 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 “**Intellectual Property Collateral**”):

(a) all United States and foreign copyrights (including Community designs), including copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor, including the registrations and applications referred to on Schedule 1; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all products and

proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Copyright or any Copyright licensed under any agreements providing for the granting of any right in or to copyrights (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 (“**Copyrights**”);

(b) any and all agreements providing for the granting of any right in or to Copyrights (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 (“**Copyright Licenses**”);

(c) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application referred to on Schedule 1; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Patent or any Patent licensed under any agreements providing for the granting of any right in or to patents (whether Grantor is licensee or licensor thereunder), including each agreement referred to on 1 (“**Patents**”);

(d) all agreements providing for the granting of any right in or to Patents (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 (“**Patent Licenses**”); .

(e) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (a) the registrations and applications referred to on Schedule 1; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 (“**Trademarks**”);

(f) and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 (“**Trademark Licenses**”);

(g) all trade secrets and all other confidential or proprietary information and know-how, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including: (a) the right to sue for past, present and future misappropriation or other violation of any Trade Secret; and (b) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Trade Secrets or any Trade Secrets licensed under any all agreements providing for the granting of any right in or to Trade Secrets (whether Grantor is licensee or licensor thereunder), including each material agreement referred to on Schedule 1 ("**Trade Secrets**");

(h) all agreements providing for the granting of any right in or to Trade Secrets (whether Grantor is licensee or licensor thereunder), including each material agreement referred to on Schedule 1 ("**Trade Secret Licenses**");

(i) 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;

(j) 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

(k) 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

INTELLECTUAL PROPERTY COLLATERAL

1. Patents

Country	Patent No.	Issue Date	Inventor(s)	Title
None				
Pending Patent Applications				
Country	Serial No.	Filing Date	Inventor(s)	Title
None				
Patent Applications in Preparation				
Country	Docket No.	Expected Filing Date	Inventor(s)	Title
None				

2. Patent Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
None					

3. Trademarks

Registered Trademarks			
Country	Trademark	Serial Number/ Registration No.	Registration Date
U.S.	SUNWISE	Trademark Application Serial No. 75/353,096; Registration No. 2,205,427	November 24, 1998
U.S.	PARADIGM WINDOWS AND DOORS in standard characters, without claim to any particular font, style, size or color, for use in commerce on or in connection with non-metal windows and doors	Trademark Application Serial No. 86/827,572 Registration No. 5,312,046	October 17, 2017
U.S.	PARADIGM WINDOW SOLUTIONS FOR LIFE in standard characters, without claim to any particular font, style, size or color, for use in commerce on or in connection with non-metal windows and doors	Trademark Application Serial No. 86/827,555 Registration No. 5,035,031	September 6, 2016
U.S.	PARADIGM WINDOW	Trademark Application	September 11, 2018

	SOLUTIONS in standard characters without claim to any particular font, style, size or color, for use in commerce on or in connection with non-metal windows and doors	Serial No. 86/827,561 Registration No. 5,561,446	
U.S.	PARADIGM in standard characters, without claim to any particular font, style, size or color, for use in commerce on or in connection with non-metal windows and doors	U.S. Trademark Application Serial No. 86/827,544 Registration No. 4,997,664	July 12, 2016
Pending Trademark Applications			
	Trademark	Serial No.	Filing Date
None			
Trademark Applications in Preparation			
	Trademark	Serial No.	Expected Filing Date
None			

4. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
U.S.	NPBC	National Fenestration Rating Council Incorporated	Paradigm Operating Company LLC	September 15, 2004	In effect until terminated
U.S.	EnergyStar logo	Energy Star	Paradigm Operating Company LLC	Oral agreement	Oral agreement

5. Domain Names

paradigmwindows.com

6. Unregistered Common Law Trademarks/Trade Names/Slogans

TAPESTRY
SOCIETY
MONDRIAN

7. Copyrights/Mask Works

Registered Copyrights/Mask Works				
Country	Registration No.	Registration Date	Author(s)	Title
None				
Copyright/Mask Work Pending Registration Applications				
Country	Serial No.	Filing Date	Author(s)	Title
None				
Copyright/Mask Work Registration Applications in Preparation				
Country	Docket No.	Expected Filing Date	Author(s)	Title
None				

8. Material Unregistered Copyrights

Components of software applications known internally as:

None

9. Copyright/Mask Works Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date
U.S.	TDCI Inc.	Paradigm Operating Company LLC	Pursuant to the Software Product License Agreement between the Borrower (an assignee of Sellers) and TDCI Inc., dated December 28, 2011, as supplemented by that certain Software Product License Schedule dated December 28, 2011 and that certain Software Product License Schedule dated April 26, 2013.	
U.S.	Windflite Computer Systems, Inc.	Paradigm Window Solutions	Pursuant to the Windflite Computer Systems, Inc. Winsys License Agreement between Windflite Computer Systems, Inc. ("Windflite") and Paradigm Window Solutions (as assignee of Applicants), dated August 15, 2000, Paradigm Window Solutions licenses the WINSYS system (the "Winsys License").	
U.S.	Windflite Computer Systems, Inc.	Paradigm Window Solutions	Pursuant to the Windflite Computer Systems, Inc. Winsys Life License Agreement between Windflite Computer Systems, Inc. ("Windflite") and Paradigm Window Solutions, dated March 1, 2004, Paradigm Window Solutions licenses the WINSYS Life system.	

	Microsoft	Paradigm Operating Company LLC	Pursuant to the Microsoft Software License Terms dated December 2012 (the "Dynamics License Agreement")	
U.S.	American Architectural Manufacturers Association	Paradigm Window Solutions	Pursuant to the American Architectural Manufacturers Association ("AAMA") Certification Program License Agreement between Paradigm Window Solutions (as licensee) and the American Architectural Manufacturers Association, dated April 23, 2010 (the "AAMA License Agreement")	

10. Trade Secrets

Name of Grantor	Description of Trade Secrets
None	

11. Trade Secret Licenses

Trade Secrets	Licensor	Licensee	Effective Date	Expiration Date
None				