

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milliken Millwork, Inc.		09/24/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3978050	YOUR DOORWAY TO A BEAUTIFUL HOME	
Registration Number:	5633844	MMI DOOR	
Registration Number:	5493789	MMI DOOR	
Registration Number:	5872124	MMI DESIGN	
Registration Number:	5162977	DOOR BUILD .COM	
Registration Number:	5162976	DOOR BUILD	
Registration Number:	5148359	TRU FIT PATIO DOOR	
Registration Number:	5148358	TRUFIT	
Registration Number:	5148233	BC BUILDER'S CLASSIC	
Registration Number:	5148232	BUILDER'S CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		

OP \$265.00 3978050

TRADEMARK

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009985-0074

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 09/30/2020

Total Attachments: 5

source=402233805_5(Jeld-Wen ABL - ABL Trademark Security Agreement EXECUTED#page1.tif
source=402233805_5(Jeld-Wen ABL - ABL Trademark Security Agreement EXECUTED#page2.tif
source=402233805_5(Jeld-Wen ABL - ABL Trademark Security Agreement EXECUTED#page3.tif
source=402233805_5(Jeld-Wen ABL - ABL Trademark Security Agreement EXECUTED#page4.tif
source=402233805_5(Jeld-Wen ABL - ABL Trademark Security Agreement EXECUTED#page5.tif

ABL TRADEMARK SECURITY AGREEMENT

This ABL Trademark Security Agreement (this “Agreement”), dated as of September 24, 2020, is entered into by the undersigned (the “Grantor”) in favor of Wells Fargo Bank, National Association, as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered a joinder to that certain Amended ABL Pledge and Security Agreement, dated October 15, 2014, as amended as of December 14, 2017, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

provided, however, that the foregoing shall not include any Trademark, including any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such Trademark (or intent-to-use trademark application) under applicable law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. This Agreement and the security interest granted hereby shall terminate in accordance with the terms of the Pledge and Security Agreement, at which time the Administrative Agent shall (at Grantor’s sole cost and expense) execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MILLIKEN MILLWORK, INC.

By: Brian Luke
Name: Brian Luke
Title: Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Peter Schuebler
Name: Peter Schuebler
Title: Vice President

[Signature Page to the ABL Trademark Security Agreement]

TRADEMARK
REEL: 007065 FRAME: 0339

SCHEDULE A

TRADEMARKS

Grantor	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Milliken Millwork, Inc. ¹	United States	Your Doorway to a Beautiful Home	85/173,085	11/9/2010	3,978,050	6/14/2011
Milliken Millwork, Inc.	United States	MMI DOOR	87537192	7/21/2017	5,633,844	12/18/2018
Milliken Millwork, Inc.	United States	MMI DOOR	87537203	7/21/2017	5,493,789	6/12/2018
Milliken Millwork, Inc.	United States	MMI DESIGN and Design	88/326,903	5/5/2019	5,872,124	10/1/2019
Milliken Millwork, Inc.	United States	DOOR BUILD.COM and Design	87/975,071	4/20/2016	5,162,977	3/14/2017
Milliken Millwork, Inc.	United States	DOOR BUILD	87/975,070	4/20/2016	5,162,976	3/14/2017
Milliken Millwork, Inc.	United States	TRUFIT PATIO DOOR and Design	87/105,165	7/15/2016	5,148,359	2/21/2017
Milliken Millwork, Inc.	United States	TRUFIT	87/105,146	7/15/2016	5,148,358	2/21/2017
Milliken Millwork, Inc.	United States	BC BUILDER'S CLASSIC (stylized)	87/005,623	4/19/2016	5,148,233	2/21/2017
Milliken Millwork, Inc.	United States	BUILDER'S CLASSIC	87/005,575	4/19/2016	5,148,232	2/21/2017

¹ Per USPTO record search, Milliken Millwork.com is the owner/Registrant as it appears incorrect name was input in the application. In the process of being corrected.