

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM610120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Day Improvements, LLC		11/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	600 Superior Ave,		
Internal Address:	Suite 1300		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3991443	APEX ENERGY SOLUTIONS	
Registration Number:	4444891	LOUPE	
Registration Number:	4444890	LOUPE	
Registration Number:	4689334	7	
Serial Number:	87894169	APEX	
Registration Number:	3820062	APEX ENERGY SOLUTIONS	
Serial Number:	77858455	APEX ENERGY GROUP	
Serial Number:	77858465	APEX	
Serial Number:	85728829	MELD	
Registration Number:	4132677	FLIPSIDE	
Registration Number:	4745984	FIBERMAX	
Registration Number:	4612512	STANEK WINDOWS	
Registration Number:	5152176	STANEK WINDOWS	
Registration Number:	4318145	GREAT DAY IMPROVEMENTS, LLC	
Registration Number:	4380646	EASYROOM	
Registration Number:	4238331	PATIO ENCLOSURES	
Registration Number:	4533986	SOFTWALL FINISHING SYSTEMS	
Registration Number:	3681107	ULTRA EXTREME	
TRADEMARK			

OP \$515.00 3991443

Property Type	Number	Word Mark
Registration Number:	3398153	EDGE-TO-EDGE ADVANTAGE
Registration Number:	2075908	COMFORT-GARD

CORRESPONDENCE DATA

Fax Number: 2162410816
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.
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:	39914/04000
NAME OF SUBMITTER:	Ryan W. Falk
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	11/20/2020

Total Attachments: 7

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Patent and Trademark Security Agreement

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2020 (this "Security Agreement"), is made by Great Day Improvements, LLC, a Delaware limited liability company (the "Grantor"), in favor of TRUIST BANK, as Lender.

WHEREAS, the Grantor, Great Day Holdings, LLC, an Ohio limited liability company ("Holdings") and the Lender have entered into an Amended and Restated Revolving Credit and Term Loan Agreement, dated as of November 18, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and Holdings have entered into the Guaranty and Security Agreement, dated as of November 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Lender; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Patent and Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent and Trademark Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iv) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto;

(v) all renewals and extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(vii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Patents and Patent Licenses owned by such Grantor in its own name as of the date hereof. Schedule II correctly sets forth all applied for and federally registered Trademarks and Trademark Licenses owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Patent Licenses, Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Great Day Improvements, LLC

By: 

Name: Edward Weinfurter

Title: Manager

Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK

By: _____

Name: Andrew Rutherford

Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007112 FRAME: 0645

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

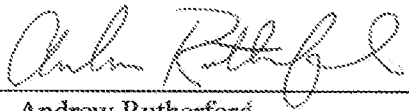
Great Day Improvements, LLC

By: _____
Name: Edward Weinfurtner
Title: Manager

Acknowledged and Agreed to as of the date hereof:

LENDER:

TRUIST BANK

By:  _____
Name: Andrew Rutherford
Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007112 FRAME: 0646

Schedule I

Patents and Patent Licenses

Patent	Country	Filed	App. No.	Reg. Date	Status	Owner
U.S. Patent No. 9,015,207	U.S.	11/14/2012	13/676,374	4/21/2015	Active	Great Day Improvements, LLC
U.S. Patent No. D701,879	U.S.	8/17/2012	29/429,830	4/1/2014	Active	Great Day Improvements, LLC

Schedule II

Trademarks and Trademark Licenses

Country – Serial No. – Date	Trademark	Filed	Status	Owner
1. U.S. – Serial No. 77233390 – Reg. No. 3,991,443 – July 12, 2011	APEX ENERGY SOLUTIONS	7/19/2007	Live	Great Day Improvements, LLC
2. U.S. – Serial No. 85727217 – Reg. No. 4444891 – Reg. Date Dec. 3, 2013	LOUPE (Design)	9/12/2012	Live	Great Day Improvements, LLC
3. U.S. – Serial Number 85727212 – Reg. No. 4444890 – Reg. Date Dec. 3, 2013	LOUPE	9/12/2012	Live	Great Day Improvements, LLC
4. U.S. - Trademark – Serial No. 85966623; Reg. No. 4689334; Reg. Date 2/17/2015	7 (Design)	6/21/2013	Live	Great Day Improvements, LLC
5. U.S. – Serial No. 87894169	APEX (Stylized)	4/27/2018	Live	Great Day Improvements, LLC
6. U.S. – Serial No. 77233385 – Reg. No. 3,820,062 – Reg. Date July 20, 2010	APEX ENERGY SOLUTIONS (Design)	7/19/2007	Live	Great Day Improvements, LLC
7. U.S. – Serial No. 77858455, Intent to Use Application filed October 27, 2009	APEX ENERGY GROUP (Stylized)	10/27/200 9	Live	Great Day Improvements, LLC
8. U.S. – Serial No. 77858465, Intent to Use Application filed October 27, 2009 - Intent to Use Application Currently Suspended	APEX (Stylized)	10/27/200 9	Live	Great Day Improvements, LLC
9. U.S. – Serial No. 85728829, Intent to Use Application filed May 14, 2013	MELD	9/13/2012	Abandoned	Great Day Improvements, LLC
10. U.S. - Serial No. 85263084 – Reg. No. 4132677 – Reg. Date 4/24/2012	FLIPSIDE	10/22/201 0	Live	Great Day Improvements, LLC

Country – Serial No. – Date	Trademark	Filed	Status	Owner
11. U.S. - Serial No. 4745984 - Reg. No. 86070666 – Reg. Date 6/2/15	FIBERMAX	9/20/13	Registered	Great Day Improvements, LLC
12. U.S. - Serial No. 4612512 - Reg. No. 86070615 – Reg. Date 9/30/14		9/20/13	Registered	Great Day Improvements, LLC
13. U.S. - Serial No. 5152176 - Reg. No. 86799013 – Reg. Date 2/28/17		10/26/15	Registered	Great Day Improvements, LLC
14. U.S. - Serial No. 4318145 - Reg. No. 85491366 – Reg. Date 4/9/13		12/9/11	Registered	Great Day Improvements, LLC
15. U.S. - Serial No. 4380646 - Reg. No. 85393967 – Reg. Date 8/6/13	EASYROOM	8/10/11	Registered	Great Day Improvements, LLC
16. U.S. - Serial No. 4238331 - Reg. No. 85237477 – Reg. Date 11/6/12		2/9/11	Registered	Great Day Improvements, LLC
17. U.S. - Serial No. 4533986 - Reg. No. 85491336 – Reg. Date 5/20/14		12/9/11	Registered	Great Day Improvements, LLC
18. U.S. - Serial No. 3681107 - Reg. No. 77516835 – Reg. Date 9/8/09	ULTRAEXTREME	7/8/08	Registered	Great Day Improvements, LLC
19. U.S. - Serial No. 3398153 - Reg. No. 77232728 – Reg. Date 3/18/08	EDGE-TO-EDGE ADVANTAGE	7/18/07	Registered	Great Day Improvements, LLC
20. U.S. - Serial No. 2075908 - Reg. No. 75188599 – Reg. Date 7/1/97	COMFORT-GARD	10/28/96	Registered	Great Day Improvements, LLC