

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM615560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (TERM LOAN)
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MI WINDOWS AND DOORS, LLC		12/18/2020	Limited Liability Company: DELAWARE
MILGARD MANUFACTURING LLC		12/18/2020	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Collateral Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
<b>Serial Number:</b>	90126939	STORMARMOR
<b>Serial Number:</b>	88578605	MI WINDOWS AND DOORS
<b>Serial Number:</b>	88258077	STILES BY MI
<b>Serial Number:</b>	88179690	MI WINDOWS AND DOORS
<b>Serial Number:</b>	87844910	EXPERIENCE PHILANTHROPY MI FOUNDATION
<b>Serial Number:</b>	87842049	YOUR REPUTATION IS ON THE LINE. SO IS OU
<b>Serial Number:</b>	87326980	STORMARMOR
<b>Serial Number:</b>	87083290	MI PROFILES
<b>Serial Number:</b>	87082966	MI PROFILES
<b>Serial Number:</b>	87846767	EXPERIENCE PHILANTHROPY
<b>Serial Number:</b>	87842186	MI FOUNDATION
<b>Serial Number:</b>	86886946	MI
<b>Serial Number:</b>	86309399	MIWD
<b>Serial Number:</b>	86574792	BLACK INK VENTURES
<b>Serial Number:</b>	86533328	HERMOSA
<b>Serial Number:</b>	85139513	MADRONA

CH \$1015.00 90126939

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	85139501	MASTRI
Serial Number:	78862471	TUSCANY
Serial Number:	78862473	MONTECITO
Serial Number:	78818870	SUNCOATMAX
Serial Number:	78818904	SUNCOAT
Serial Number:	77597036	CLEARLY THE BEST.
Serial Number:	77524887	MM MILGARD WINDOWS & DOORS
Serial Number:	77524865	MILGARD
Serial Number:	77955135	ESSENCE SERIES
Serial Number:	77842029	TUSCANY
Serial Number:	77842032	SMARTTOUCH
Serial Number:	77842030	SIMPLICITY
Serial Number:	77657156	SIMPLICITY
Serial Number:	77372030	EDGEWARDMAX
Serial Number:	77070759	SMARTTOUCH
Serial Number:	77397858	PUREVIEW
Serial Number:	77372009	EDGEWARD
Serial Number:	77464452	STYLE LINE
Serial Number:	75787330	CLEARLY THE BEST.
Serial Number:	75230978	MW MILGARD WINDOWS
Serial Number:	75224289	MILGARD WINDOWS MW
Serial Number:	75224288	MILGARD WINDOWS
Serial Number:	87740771	ELARA
Serial Number:	87740717	TRINSIC

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** c/o Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	12/18/2020

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of December 18, 2020 (this "Agreement"), among MI WINDOWS AND DOORS, LLC and MILGARD MANUFACTURING LLC (each a "Grantor") and Royal Bank of Canada, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to the Term Loan Agreement dated as of December 18, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIWD Holdco II LLC, a Delaware limited liability company ("Parent") and MI WINDOWS AND DOORS, LLC, a Delaware limited liability company (the "Borrower Agent", together with Parent, the "Borrower", each a "Borrowers"), the Lenders party thereto and Royal Bank of Canada, as Administrative Agent, and the various other parties thereto (b) the Pledge and Security Agreement dated as of December 18, 2020 (the "Pledge and Security Agreement"), among the Borrowers, the various other Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of each Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Pledge and Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MI WINDOWS AND DOORS, LLC

By:   
Name: Larry Curran  
Title: Chief Finance Officer

MILGARD MANUFACTURING LLC

By:   
Name: Larry Curran  
Title: Assistant Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007140 FRAME: 0573**

ROYAL BANK OF CANADA, as Collateral Agent,

By:   
Name: Rodica Dutka  
Title: Manager, Agency

Schedule I

Trademarks and Trademark Applications

<b>Grantor</b>	<b>Mark</b>	<b>Serial no.</b>	<b>Registration no.</b>
MI Windows and Doors, LLC	STORM ARMOR	90126939	
MI Windows and Doors, LLC	MI WINDOWS AND DOORS	88578605	
MI Windows and Doors, LLC	STILES BY MI	88258077	
MI Windows and Doors, LLC	MI WINDOWS AND DOORS	88179690	
MI Windows and Doors, LLC	EXPERIENCE PHILANTHROPY MI FOUNDATION	87844910	5735149
MI Windows and Doors, LLC	YOUR REPUTATION IS ON THE LINE. SO IS OURS	87842049	
MI Windows and Doors, LLC	STORMARMOR	87326980	
MI Windows and Doors, LLC	MI PROFILES	87083290	
MI Windows and Doors, LLC	MI PROFILES	87082966	
MI Windows and Doors, LLC	EXPERIENCE PHILANTHROPY	87846767	5735149
MI Windows and Doors, LLC	MI FOUNDATION	87842186	5561189
MI Windows and Doors, LLC	MI	86886946	5438742
MI Windows and Doors, LLC	MIWD	86309399	5291339
MI Windows and Doors, LLC	BLACK INK VENTURES	86574792	4854681
Milgard Manufacturing LLC	HERMOSA	86533328	5172042
Milgard Manufacturing LLC	MADRONA	85139513	3955052
Milgard Manufacturing LLC	MASTRI	85139501	3955049
Milgard Manufacturing LLC	TUSCANY	78862471	3624778
Milgard Manufacturing LLC	MONTECITO	78862473	3613960
Milgard Manufacturing LLC	SUNCOATMAX	78818870	3541943
Milgard Manufacturing LLC	SUNCOAT	78818904	3193306
Milgard Manufacturing LLC	CLEARLY THE BEST.	77597036	3630649
Milgard Manufacturing LLC	MM MILGARD WINDOWS & DOORS	77524887	3561066
Milgard Manufacturing LLC	MILGARD	77524865	3546880
Milgard Manufacturing LLC	ESSENCE SERIES	77955135	4091560
Milgard Manufacturing LLC	TUSCANY	77842029	4042599
Milgard Manufacturing LLC	SMARTTOUCH	77842032	4006746
Milgard Manufacturing LLC	SIMPLICITY	77842030	3994515
Milgard Manufacturing LLC	SIMPLICITY	77657156	4035380
Milgard Manufacturing LLC	EDGE GARDMAX	77372030	3613408
Milgard Manufacturing LLC	SMARTTOUCH	77070759	3612927
Milgard Manufacturing LLC	PUREVIEW	77397858	3528961
Milgard Manufacturing LLC	EDGE GARD	77372009	4049533
Milgard Manufacturing LLC	STYLE LINE	77464452	3724301
Milgard Manufacturing LLC	CLEARLY THE BEST.	75787330	2590271
Milgard Manufacturing LLC	MW MILGARD WINDOWS	75230978	2132444

Milgard Manufacturing LLC	MILGARD WINDOWS MW	75224289	2128865
Milgard Manufacturing LLC	MILGARD WINDOWS	75224288	2128864
Milgard Manufacturing LLC	ELARA	87740771	To be abandoned
Milgard Manufacturing LLC	TRINSIC	87740717	Approved for publication
Milgard Manufacturing LLC	EDGEWARD	1401125	TMA808911
Milgard Manufacturing LLC	EDGEWARDMAX	1401126	TMA801622
Milgard Manufacturing LLC	ESSENCE SERIES	1477839	TMA862638
Milgard Manufacturing LLC	MADRONA	1348785	TMA714573
Milgard Manufacturing LLC	MADRONA	1521081	TMA828437
Milgard Manufacturing LLC	MASTRI	1315984	TMA820633
Milgard Manufacturing LLC	MASTRI	1521080	TMA829475
Milgard Manufacturing LLC	MILGARD	1424651	TMA768366
Milgard Manufacturing LLC	MILGARD WINDOWS	850227	TMA513823
Milgard Manufacturing LLC	MILGARD WINDOWS & DESIGN	850226	TMA517562
Milgard Manufacturing LLC	MILGARD	1424652	TMA768355
Milgard Manufacturing LLC	MONTECITO	1315966	TMA764038
Milgard Manufacturing LLC	PUREVIEW	1406579	TMA870824
Milgard Manufacturing LLC	SIMPLICITY	1439009	TMA862639
Milgard Manufacturing LLC	SIMPLICITY	1474723	TMA861101
Milgard Manufacturing LLC	SMARTTOUCH	1352995	TMA771954
Milgard Manufacturing LLC	SUNCOAT	1313526	TMA696205
Milgard Manufacturing LLC	TUSCANY	1315967	TMA746530
Milgard Manufacturing LLC	TUSCANY	1474722	TMA861102
Milgard Manufacturing LLC	ELARA	1902857	To be abandoned
Milgard Manufacturing LLC	TRINSIC	1902856	

Schedule I-2

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RECORDED: 12/18/2020

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