

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM617096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINDOW MART, LLC		12/29/2020	Limited Liability Company: ARKANSAS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2232137	BUILDING TOMORROW'S BETTER WINDOWS TODAY	
Registration Number:	2330789	WINDOW MART	
Registration Number:	5456218	WINDOW MART WINDOWS & DOORS	
Registration Number:	3279640		
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.515119		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	12/29/2020		

CH \$115.00 2232137

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this “Agreement”), effective as of December 29, 2020, is made by Window Mart, LLC, an Arkansas limited liability company, located at 5760 Albert Pike Road, Royal, Arkansas 71968 (the “Grantor”), in favor of Wilmington Trust, National Association (“Wilmington”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) and as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time party to the Credit Agreement, dated as of December 29, 2020 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WINDOWS ACQUISITION HOLDINGS, INC., a Delaware corporation (the “Borrower”), WINDOWS INTERMEDIATE, INC., a Delaware corporation (“Holdings”), the Lenders, and Wilmington, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of December 29, 2020, in favor of the Administrative Agent and the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “IP Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the

benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

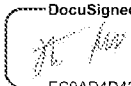
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

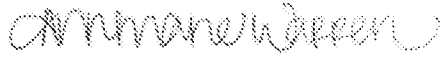
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WINDOW MART, LLC,

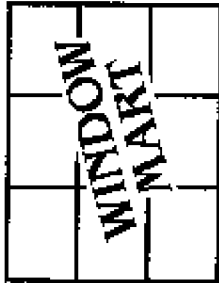
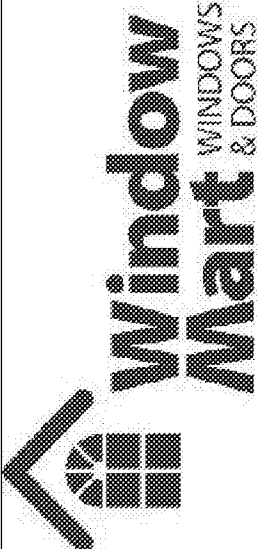
By:  DocuSigned by:
EC0AD4D4273B44A...
Name: John Harroff
Title: Vice President

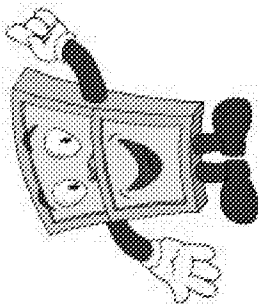
**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Administrative Agent and Collateral Agent

By: 
Name: Annmarie Warren
Title: Banking Officer

U.S. TRADEMARKS

TRADEMARK	OWNER	SERIAL NO./REG. NO.	FILING DATE/REG. DATE
WORD MARK: BUILDING TOMORROW'S BETTER WINDOWS TODAY	Window Mart, LLC	75437618 / 2232137	02/20/1998 / 12/07/1999

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/REG. DATE</i>
	Window Mart, LLC	75438054 / 2330789	02/20/1998 / 03/21/2000
	Window Mart, LLC	87130246 / 5456218	08/08/2016/ 05/01/2018

TRADEMARK	OWNER	SERIAL NO./REG. NO.	FILING DATE/REG. DATE
	Window Mart, LLC	78835540 / 3279640	03/13/2006 / 08/14/2007