

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625390

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900584090

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HB&G Building Products, Inc.		12/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association
Street Address:	6111 N. River Road
Internal Address:	Attn: Jeff Much
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	5985899	SMART COLUMN
Registration Number:	5822496	HARMONY
Registration Number:	5639395	SOLACE
Registration Number:	5628439	RAPIDSNAP
Registration Number:	5603017	TRANQUILITY
Registration Number:	5603016	SERENITY
Registration Number:	5576682	HBG
Registration Number:	5488275	DIXIE COLUMN
Registration Number:	5476333	PERMARAIL PLUS
Registration Number:	5470996	HB&G
Registration Number:	4772463	PERMATUFF
Registration Number:	4687100	ARBORSDIRECT
Registration Number:	4592440	PERMALITE
Registration Number:	4559146	HB&G
Registration Number:	4580100	ARBORBUILT
Registration Number:	5317712	MOR-SHADE
Registration Number:	5205631	RIGIDWRAP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5198038	DURACAST
Registration Number:	5110660	CROWN COLUMN
Registration Number:	5110659	CROWN COLUMN
Registration Number:	5096488	CROWN COLUMN & MILLWORK
Registration Number:	5078871	PERMACAST ROUGHSAWN
Registration Number:	5069933	PORCH-LOC
Registration Number:	5052468	TURNKEY MILLWORK
Registration Number:	4883359	ARBOR-LOC
Registration Number:	4871396	PLUMB-FIT
Registration Number:	5019044	TURNKEY MILLWORK
Registration Number:	4999959	MONARCH
Registration Number:	4993542	CHROMAGUARD
Registration Number:	4993525	COLUMN-LOC
Registration Number:	3219623	DURALITE
Registration Number:	3022818	HARTMANN SANDERS
Registration Number:	2587802	HB&G PERMA SOLUTIONS
Registration Number:	2467769	PERMAPORCH
Registration Number:	2057928	PERMAPOST
Serial Number:	88247018	PERMASMART
Serial Number:	88801189	PERMA-LOC
Serial Number:	88612912	PERGOLA ENVY
Serial Number:	88610736	MY PERGOLA
Registration Number:	3137276	PERMA WRAP

CORRESPONDENCE DATA

Fax Number: 3142592020

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: 314-259-2000

Email: susan.murphy@bclplaw.com

Correspondent Name: Bryan Cave Leighton Paisner LLP

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 1031201.119

NAME OF SUBMITTER: Brian Devling

SIGNATURE: /Brian Devling/

DATE SIGNED: 02/09/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of December 2, 2020 is made by HB&G Building Products, Inc. (“**Grantor**”) in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

Grantor, HB&G Holdings, Inc., Crown Column & Millwork Company, LLC, and Secured Party have entered into a Credit and Security Agreement dated as of December 2, 2020 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and trademark applications set forth in **Schedule 1** hereto and all trademarks licenses, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) 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, 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. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

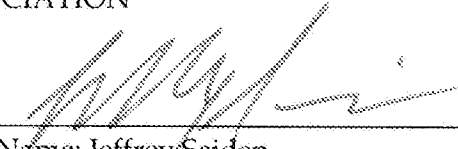
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Print Name: Jeffrey Seiden
Title: Senior Vice President

GRANTOR

HB&G BUILDING PRODUCTS, INC.

By: _____
Print Name: William Timmerman
Title: Secretary

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

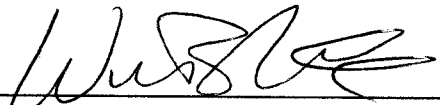
By: _____

Print Name: Jeffrey Seiden

Title: Senior Vice President

GRANTOR

HB&G BUILDING PRODUCTS, INC.

By:  _____

Print Name: William Timmerman

Title: Secretary

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration #	Issue Date	Owner
SMART COLUMN	5985899	February 11, 2020	HB&G Building Products, Inc.
HARMONY	5822496	July 30, 2019	HB&G Building Products, Inc.
SOLACE	5639395	December 25, 2018	HB&G Building Products, Inc.
RAPIDSNAP	5628439	December 11, 2018	HB&G Building Products, Inc.
TRANQUILITY	5603017	November 6, 2018	HB&G Building Products, Inc.
SERENITY	5603016	November 6, 2018	HB&G Building Products, Inc.
HBG	5576682	October 2, 2018	HB&G Building Products, Inc.
DIXIE COLUMN	5488275	June 5, 2018	HB&G Building Products, Inc.
PERMARAIL PLUS	5476333	May 22, 2018	HB&G Building Products, Inc.
HB&G	5470996	May 15, 2018	HB&G Building Products, Inc.
PERMATUFF	4772463	July 14, 2015	HB&G Building Products, Inc.
ARBORSDIRECT	4687100	February 17, 2015	HB&G Building Products, Inc.
PERMALITE	4592440	August 26, 2014	HB&G Building Products, Inc.
HB&G	4559146	July 1, 2014	HB&G Building Products, Inc.
ARBORBUILT	4580100	August 5, 2014	HB&G Building Products, Inc.
MOR-SHADE	5317712	October 24, 2017	HB&G Building Products, Inc.
RIGIDWRAP	5205631	May 16, 2017	HB&G Building Products, Inc.
DURACAST	5198038	May 9, 2017	HB&G Building Products, Inc.
CROWN COLUMN	5110660	December 27, 2016	HB&G Building Products, Inc.
CROWN COLUMN	5110659	December 27, 2016	HB&G Building Products, Inc.
CROWN COLUMN & MILLWORK	5096488	December 6, 2016	HB&G Building Products, Inc.
PERMACAST ROUGHSAWN	5078871	November 8, 2016	HB&G Building Products, Inc.
PORCH-LOC	5069933	October 25, 2016	HB&G Building Products, Inc.
TURNKEY MILLWORK	5052468	October 4, 2016	HB&G Building Products, Inc.

Trademark	Registration #	Issue Date	Owner
ARBOR-LOC	4883359	January 5, 2016	HB&G Building Products, Inc.
PLUMB-FIT	4871396	December 15, 2015	HB&G Building Products, Inc.
TURNKEY MILLWORK	5019044	August 9, 2016	HB&G Building Products, Inc.
MONARCH	4999959	July 12, 2016	HB&G Building Products, Inc.
CHROMAGUARD	4993542	July 5, 2016	HB&G Building Products, Inc.
COLUMN-LOC	4993525	July 5, 2016	HB&G Building Products, Inc.
DURALITE	3219623	March 20, 2007	HB&G Building Products, Inc.
PERMA WRAP	3137276	August 29, 2006	HB&G Building Products, Inc.
HARTMANN SANDERS	3022818	December 6, 2005	HB&G Building Products, Inc.
HB&G PERMA SOLUTIONS	2587802	July 2, 2002	HB&G Building Products, Inc.
PERMAPORCH	2467769	July 10, 2001	HB&G Building Products, Inc.
PERMAPOST	2057928	April 29, 1997	HB&G Building Products, Inc.

TRADEMARK APPLICATIONS

Trademark	Application #	Application Date	Owner
PERMASMART	88247018	January 2, 2019	HB&G Building Products, Inc.
PERMALOC	88801189	February 18, 2020	HB&G Building Products, Inc.
PERGOLA ENVY	88612912	September 11, 2019	HB&G Building Products, Inc.
MY PERGOLA	88610736	September 10, 2019	HB&G Building Products, Inc.