

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TERM)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunrise Windows, LLC		05/18/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4069343	ULTRA-U
Registration Number:	4027727	RESTORATIONS
Registration Number:	3988164	SOLARCLEAN
Registration Number:	3945930	V-CLASS
Registration Number:	4881720	SUNRISE
Registration Number:	4864095	SOLTERRA
Registration Number:	4864094	ELORA
Registration Number:	4864093	CRESO
Registration Number:	4741594	COASTAL PERFORMANCE
Registration Number:	5564635	PARAGON WINDOWS & DOORS
Registration Number:	5564634	PARAGON WINDOWS & DOORS
Registration Number:	5650186	PETTOUGH
Registration Number:	4587333	DESIGN YOUR VIEW
Registration Number:	5288498	SEASON-TECH
Registration Number:	4324457	SUNSAFE
Registration Number:	4146553	ULTRACORE
Registration Number:	4146812	FIBERCORE
Registration Number:	3241677	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3143800	SUNBLINDS
Registration Number:	3145524	A VIEW THAT WORKS
Registration Number:	3145523	VANGUARD
Registration Number:	2994921	SMARTTRIM
Registration Number:	3718439	ESSENTIALS
Registration Number:	3665848	VERDE PLANNING FOR TOMORROW... TODAY
Registration Number:	3665847	VERDE
Registration Number:	3579836	OMEGA 12
Registration Number:	3521564	SOLACE
Registration Number:	3394302	THE DIFFERENCE IS CLEAR!
Registration Number:	2052782	PARAGON DOOR DESIGNS
Registration Number:	2052773	PARAGON DOOR DESIGNS
Registration Number:	1961094	SUNRISE

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: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	05/19/2021

Total Attachments: 4
source=Sunrise Windows LLC Term Loan Trademark Security Agreement (Executed)#page1.tif
source=Sunrise Windows LLC Term Loan Trademark Security Agreement (Executed)#page2.tif
source=Sunrise Windows LLC Term Loan Trademark Security Agreement (Executed)#page3.tif
source=Sunrise Windows LLC Term Loan Trademark Security Agreement (Executed)#page4.tif

TRADEMARK SECURITY AGREEMENT dated as of May 18, 2021
(this "Agreement"), among Sunrise Windows, LLC (the "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. The Grantor is an Affiliate of the Borrowers 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, the 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. The 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]

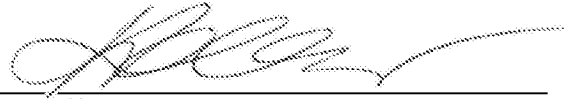
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUNRISE WINDOWS, LLC

By: 
Name: Larry Curran
Title: Assistant Secretary

ROYAL BANK OF CANADA, as Collateral Agent,

By:



Name: **Helena Sadowski**
Title: **Manager, Agency**

Schedule I

Trademarks.

Serial No	Reg No	Mark	Owner	Status
85011460	4069343	ULTRA-U	Sunrise Windows, LLC	LIVE (in Sec 9 window)
85011441	4027727	RESTORATIONS	Sunrise Windows, LLC	LIVE (in Sec 9 window)
85010505	3988164	SOLARCLEAN	Sunrise Windows, LLC	LIVE (in Sec 9 window)
77966222	3945930	V-CLASS	Sunrise Windows, LLC	LIVE (in Sec 9 window)
86727037	4881720	SUNRISE	Sunrise Windows, LLC	LIVE (in Sec 8 window)
86357895	4864095	SOLTERRA	Sunrise Windows, LLC	LIVE (in Sec 8 window)
86357872	4864094	ELORA	Sunrise Windows, LLC	LIVE (in Sec 8 window)
86357847	4864093	CRESO	Sunrise Windows, LLC	LIVE (in Sec 8 window)
85983137	4741594	COASTAL PERFORMANCE	Sunrise Windows, LLC	LIVE (in Sec 8 window)
87764323	5564635	PARAGON WINDOWS & DOORS	Sunrise Windows, LLC	LIVE
87764306	5564634	PARAGON WINDOWS & DOORS	Sunrise Windows, LLC	LIVE
87460561	5650186	PETTOUGH	Sunrise Windows, LLC	LIVE
86026003	4587333	DESIGN YOUR VIEW	Sunrise Windows, LLC	LIVE
86644185	5288498	SEASON-TECH	Sunrise Windows, LLC	LIVE
85734725	4324457	SUNSAFE	Sunrise Windows, LLC	LIVE
85434035	4146553	ULTRACORE	Sunrise Windows, LLC	LIVE
85494808	4146812	FIBERCORE	Sunrise Windows, LLC	LIVE
78812422	3241677	(design)	Sunrise Windows, LLC	LIVE
78804625	3143800	SUNBLINDS	Sunrise Windows, LLC	LIVE
78745172	3145524	A VIEW THAT WORKS	Sunrise Windows, LLC	LIVE
78745158	3145523	VANGUARD	Sunrise Windows, LLC	LIVE
78445395	2994921	SMARTTRIM	Sunrise Windows, LLC	LIVE
77730580	3718439	ESSENTIALS	Sunrise Windows, LLC	LIVE
77521950	3665848	VERDE PLANNING FOR TOMORROW... TODAY	Sunrise Windows, LLC	LIVE
77521940	3665847	VERDE	Sunrise Windows, LLC	LIVE
77521923	3579836	OMEGA 12	Sunrise Windows, LLC	LIVE
77178684	3521564	SOLACE	Sunrise Windows, LLC	LIVE
77161995	3394302	THE DIFFERENCE IS CLEAR!	Sunrise Windows, LLC	LIVE
75116195	2052782	PARAGON DOOR DESIGNS	Sunrise Windows, LLC	LIVE
75115018	2052773	PARAGON DOOR DESIGNS	Sunrise Windows, LLC	LIVE
74561617	1961094	SUNRISE	Sunrise Windows, LLC	LIVE

TRADEMARK

RECORDED: 05/19/2021

REEL: 007299 FRAME: 0335