

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655100

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900608752		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atrium Windows and Doors, Inc.	FORMERLY Atrium Companies, Inc.	08/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prime Window Systems, LLC		
Street Address:	3400 Tacoma St.		
City:	Union Gap		
State/Country:	WASHINGTON		
Postal Code:	98903		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3082737	SILENT GUARD	
CORRESPONDENCE DATA			
Fax Number:	4049626344		
<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:	404 962-6444		
Email:	Charles.Forlidas@millermartin.com		
Correspondent Name:	Charles Forlidas c/o Miller & Martin		
Address Line 1:	832 Georgia Ave., Suite 1200		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	29270-0002		
NAME OF SUBMITTER:	Charles W. Forlidas		
SIGNATURE:	/Charles W. Forlidas/		
DATE SIGNED:	06/21/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 1st day of August, 2016, by Atrium Windows and Doors, Inc., a Delaware corporation ("Assignor"), to Prime Window Systems, LLC, a Delaware limited liability company ("Assignee"), pursuant to the Asset Purchase Agreement by and between Assignor and Assignee of even date herewith (the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations, trademark applications, and trade names set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the benefit of any use of the trademarks by the Assignor, and the goodwill of the business connected with and symbolized by such trademarks;

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(b) all rights of any kind whatsoever of Assignor 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) all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, 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 and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, terminations or releases with respect to security interests, or other documents, as may be necessary to effect, evidence, or perfect the assignment

of the Assigned IP to Assignee, or any assignee or successor thereto, free and clear of all liens, security interests or encumbrances of whatever kind.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous. This Assignment will be controlled, construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to the laws related to choice or conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

ATRIUM WINDOWS AND DOORS, INC.

By: Robert M. Reed, Jr.
Name: Robert M. Reed, Jr.
Title: Sr VP and General Counsel

ASSIGNEE:

PRIME WINDOW SYSTEMS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and Assignment and Assumption Agreement to be executed effective as of the date first above written.

SELLER:

ATRIUM WINDOWS AND DOORS, INC.

By: _____
Name: _____
Title: _____

BUYER:

PRIME WINDOW SYSTEMS, LLC .

By: *Tim*
Name: *Tim Mucci Jr.*
Title: *Chairman*

SCHEDULE 1

Assigned Trademark Registrations and Applications; Trade Names

All of Assignor's rights to and interest in U.S. Trademark RN 3082737: SILENT GUARD:
Docket/Reference No. 4568/017, renewed May 26, 2016 and effective until April 18, 2026

Schedule 1

14617208v3

RECORDED: 06/21/2021

**TRADEMARK
REEL: 007332 FRAME: 0679**