

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of ABL Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		08/09/2021	Banking Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Iguana Newco, LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Liability Company: DELAWARE
Name:	NCI Group, Inc.
Street Address:	10943 N. Sam Houston Parkway W.
City:	Houston
State/Country:	TEXAS
Postal Code:	77064
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2483670	TUFF T
Registration Number:	2583200	CLINCH CLIP
Registration Number:	2933827	TUFF WALL
Registration Number:	3039760	LOCKGUARD
Registration Number:	3039761	THERMALSAFE
Registration Number:	3233858	TUFF COTE
Registration Number:	3640346	SANTA FE
Registration Number:	3640347	METL-VISION
Registration Number:	3722862	METL-SPAN
Registration Number:	3741567	METL SPAN
Registration Number:	3042293	ATMP
Registration Number:	4806749	C
Registration Number:	4839383	CASCADE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4816060	CENTRIA
Registration Number:	2438328	DIMENSION SERIES
Registration Number:	3188494	DURACAST
Registration Number:	705136	ECONOLAP
Registration Number:	3268359	ECOSCREEN
Registration Number:	4943925	FLUOROFINISH
Registration Number:	868530	FOAMWALL
Registration Number:	2826165	FORMABOND
Registration Number:	4806748	FORMAVUE
Registration Number:	1020342	FORMAWALL
Registration Number:	3629250	GRAPHIX SERIES
Registration Number:	2757247	MICROSEAM
Registration Number:	4076451	MICROSEAM
Registration Number:	1618413	SRS
Registration Number:	805428	VERSACOR
Registration Number:	1569746	VERSAPANEL
Registration Number:	1683582	VERSAPANEL
Registration Number:	4956138	VERSASHIELD
Registration Number:	1419202	VERSAWALL
Registration Number:	1683581	VERSAWALL
Registration Number:	4939959	CONCEPT SERIES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/09/2021

Total Attachments: 6

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**ABL TERMINATION AND RELEASE OF
SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This ABL TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (the “ABL Termination and Release”), dated as of August 9, 2021, from UBS AG, STAMFORD BRANCH, in its capacity as collateral agent (the “Agent”) for the banks and other financial institutions that are parties to the ABL Credit Agreement, dated as of April 12, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the “Parent Borrower”), the Subsidiary Borrowers (as defined in the ABL Credit Agreement) from time to time party thereto, the several banks and other financial institutions from time to time party thereto and the Agent, is granted to and in favor of IGUANA NEWCO, LLC, a Delaware limited liability company (“Iguana”), having a business address at 251 Little Falls Drive, Wilmington, Delaware 19808 and NCI GROUP, INC., a Nevada corporation, having a principal place of business at 10943 N. Sam Houston Parkway W. Houston, Texas 77064 (“NCI” and, together with Iguana, the “Grantors”), the predecessor in title to the Specified Trademarks (as defined below). Capitalized terms used herein without definition are used as defined in the U.S. Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the ABL Credit Agreement, the Parent Borrower and certain Domestic Subsidiaries (as defined in the ABL Credit Agreement) of the Parent Borrower from time to time party thereto and the other parties thereto have executed and delivered an ABL U.S. Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “U.S. Guarantee and Collateral Agreement”), in favor of the Agent;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of November 16, 2018, and that certain Assumption Agreement, dated as of June 29, 2021, each in favor of the Agent, NCI and Iguana, respectively, became parties to the U.S. Guarantee and Collateral Agreement;

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in certain Collateral, including all of such Grantor’s Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the U.S. Guarantee and Collateral Agreement, NCI, Robertson-Ceco II Corporation, a Delaware corporation, and the Agent entered into an ABL Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 16, 2018 (the “ABL Trademark Security Agreement”), which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 16, 2018 at Reel/Frame 6483/0412;

WHEREAS, pursuant to that certain Trademark and Trade Name Assignment Agreement, dated as of July 27, 2021 and recorded in the Trademark Division of the United States Patent and Trademark Office on July 27, 2021 at Reel/Frame 7366/0024, NCI assigned, transferred and conveyed to Iguana all of NCI's rights, title and interest in and to the Trademarks, along with the goodwill of the business symbolized by and associated with each trademark listed on Schedule I hereto (the "Specified Trademarks"); and

WHEREAS, pursuant to that certain ABL Release, dated as of August 9, 2021 (the "ABL Release"), Parent Borrower requested the release of the Specified Trademarks in connection with the Iguana Transaction (as defined in the ABL Release), and the Agent now desires to terminate and fully release the entirety of its liens and Security Interest in the Specified Trademarks of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and upon the terms set forth in this ABL Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges any and all liens and Security Interest in the Specified Trademarks.
2. Limitation. This ABL Termination and Release is applicable only and solely with respect to the Specified Trademarks and to no other Collateral arising under the U.S. Guarantee and Collateral Agreement or the ABL Trademark Security Agreement (the "Retained Collateral"). The Agent retains all security interest, liens, rights, titles and interests pledged and granted to the Agent under the U.S. Guarantee and Collateral Agreement and the ABL Trademark Security Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this ABL Termination and Release.
3. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantors all further releases and other documents, and take all other actions as the Grantors may reasonably request in writing, all at the Grantors' sole cost and expense, for the purpose of obtaining the release of the Security Interest in the Specified Trademarks.

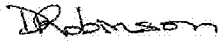
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IN WITNESS WHEREOF, the undersigned has executed this ABL Termination and Release by its duly authorized officer as of the date first above written.

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Housseem Daly
Title: Director

By: 
Name: Dionne Robinson
Title: Associate Director

SCHEDULE I

Specified Trademarks

<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
United States	TUFF T	2483670	01/10/2000	08/28/2001
United States	CLINCH CLIP	2583200	02/28/2000	06/18/2002
United States	TUFF WALL	2933827	08/19/2003	03/15/2005
United States	LOCKGUARD	3039760	01/07/2005	01/10/2006
United States	THERMSAFE	3039761	01/07/2005	01/10/2006
United States	TUFF COTE	3233858	08/19/2003	04/24/2007
United States	SANTA FE	3640346	08/05/2007	06/16/2009
United States	METL-VISION	3640347	08/05/2007	06/16/2009
United States	METL-SPAN	3722862	08/05/2007	12/08/2009
United States		3741567	03/19/2008	01/26/2010
United States	ATMP	3042293	04/07/2004	01/10/2006
United States		4806749	07/24/2014	09/08/2015
United States	CASCADE	4839383	07/24/2014	10/27/2015
United States	CENTRIA	4816060	07/24/2014	09/22/2015
United States	DIMENSION SERIES	2438328	01/05/2000	03/27/2001
United States	DURACAST	3188494	11/24/2004	12/26/2006
United States	ECONO-LAP	705136	03/27/1958	10/04/1960
United States	ECOSCREEN	3268359	09/12/2006	07/24/2007
United States	FLUOROFINISH	4943925	07/24/2014	04/26/2016
United States	FOAMWALL	868530	01/19/1967	04/22/1969
United States	FORMABOND	2826165	11/04/2002	03/23/2004
United States	FORMAVUE	4806748	07/24/2014	09/08/2015
United States	FORMAWALL	1020342	05/01/1974	09/16/1975
United States	GRAPHIX SERIES	3629250	01/09/2007	06/02/2009
United States	MICROSEAM	2757247	02/22/2002	08/26/2003
United States	MICROSEAM	4076451	04/05/2011	12/27/2011
United States	SRS	1618413	11/22/1989	10/23/1990
United States	VERSACOR	805428	07/12/1965	03/15/1966
United States	VERSAPANEL	1569746	04/19/1989	12/05/1989
United States	VERSAPANEL	1683582	02/04/1991	04/21/1992
United States	VERSASHIELD	4956138	08/09/2012	05/10/2016
United States		1419202	04/25/1986	12/02/1986
United States	VERSAWALL	1683581	02/04/1991	04/21/1992
United States	CONCEPT SERIES	4939959	07/13/2015	04/19/2016

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