

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Cash Flow Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/18/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dingo 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2837799	DBCI	
Registration Number:	2071877	DBCI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$65.00 2837799

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/18/2021
Total Attachments: 6 source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page1.tif source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page2.tif source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page3.tif source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page4.tif source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page5.tif source=Dingo - Cash Flow Termination and Release of Security Interest in Specified Trademarks [Executed]#page6.tif	

**CASH FLOW TERMINATION AND RELEASE OF
SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This CASH FLOW TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (the “Cash Flow Termination and Release”), dated as of August 18, 2021, from JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (the “Agent”) for the banks and other financial institutions that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Cash Flow Credit Agreement”), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions from time to time party thereto and the Agent, is granted to and in favor of DINGO NEWCO, LLC, a Delaware limited liability company (“Dingo”), 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 Dingo, 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 Cash Flow Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the Cash Flow Credit Agreement, the Borrower and certain Domestic Subsidiaries (as defined in the Cash Flow Credit Agreement) of the Borrower from time to time party thereto and the other parties thereto have executed and delivered a Cash Flow 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 “Cash Flow 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 Dingo, respectively, became parties to the Cash Flow Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Cash Flow 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 Cash Flow Guarantee and Collateral Agreement, NCI, Robertson-Ceco II Corporation, a Delaware corporation, and the Agent entered into a Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 16, 2018 (the “Cash Flow 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 006488/0266;

WHEREAS, pursuant to that certain Trademark and Trade Name Assignment Agreement, dated as of August 6, 2021, and recorded in the Trademark Division of the United States Patent and Trademark Office on August 6, 2021 at Reel/Frame 7382/0373, NCI assigned, transferred and conveyed to Dingo 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 Cash Flow Release, dated as of August 18, 2021 (the "Cash Flow Release"), Borrower requested the release of the Specified Trademarks in connection with the Dingo Transaction (as defined in the Cash Flow 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, including any security interests in all associated common law trademark rights in the Specified Trademarks.

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 Cash Flow 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, including any security interests in all associated common law trademark rights in the Specified Trademarks.

2. Limitation. This Cash Flow Termination and Release is applicable only and solely with respect to the Specified Trademarks and to no other Collateral arising under the Cash Flow Guarantee and Collateral Agreement or the Cash Flow 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 Cash Flow Guarantee and Collateral Agreement and the Cash Flow 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 Cash Flow 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 Cash Flow Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Agent


By: 
Name: James Shender
Title: Executive Director

[Signature Page to Cash Flow Termination and Release of Security Interest in Specified Trademarks]

TRADEMARK
REEL: 007396 FRAME: 0062

SCHEDULE I

Specified Trademarks

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
United States		2837799	08/05/2002	05/04/2004
United States	DBCI	2071877	07/22/1996	06/17/1997