## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM671212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		08/20/2021	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	WINDOW PRODUCTS, INC.
Street Address:	10507 E. MONTGOMERY DRIVE
City:	SPOKANE
State/Country:	WASHINGTON
Postal Code:	99206
Entity Type:	Corporation: WASHINGTON

#### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3580041	WINPRO
Registration Number:	3580040	THERMALPRO
Registration Number:	3904212	FRAMING LIFE'S MOMENTS
Registration Number:	4020344	EC
Registration Number:	4020343	EC
Registration Number:	1951104	CASCADE
Registration Number:	3575455	QUALITY FOR LIFE
Registration Number:	3478746	PARAMOUNT WINDOWS
Registration Number:	3768095	EPW
Registration Number:	3751055	EMPIRE PACIFIC WINDOWS
Registration Number:	3786719	LBL WINDOWS
Registration Number:	3704532	LBL WINDOWS & DOORS INTEGRITY QUALITY ·

#### **CORRESPONDENCE DATA**

**Fax Number:** 2122919868

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:** 212-558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

TRADEMARK

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Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 024677.00003 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

**DATE SIGNED:** 08/30/2021

**Total Attachments: 3** 

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> TRADEMARK REEL: 007408 FRAME: 0338

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of August 20, 2021, is made by Antares Capital LP, in its capacity as administrative agent (the "Agent"), in favor of Window Products, Inc., a Washington corporation (the "Grantor"), as follows:

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 1, 2016 (as amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), that certain Guaranty and Security Agreement dated as of February 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor and the other parties party thereto in favor of the Agent, and that certain Trademark Security Agreement dated as of February 1, 2016 (the "IP Security Agreement") made by the Grantor in favor of the Agent, the Grantor granted a security interest in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 1, 2016, at Reel/Frame 5720/0709; and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreement and the entirety of its security interest in the IP Collateral described on <u>Annex I</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of the Grantor's right, title or interest in, or to any and all of the Trademark Collateral listed on <u>Annex I</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.
- 2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the IP Collateral, the IP Security Agreements and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's security interest in the IP Collateral.
- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.
- 4. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK REEL: 007408 FRAME: 0339 IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,

as Agent

Pro Heidi Rinehant

Name: Heidi Rinehart

Title: Duly Authorized Signatory

**REEL: 007408 FRAME: 0340** 

## ANNEX I

### **Trademark Registrations**

No.	Owner	Mark/Name	TM Record	Registration Date	Ser/Reg./App. No.
1.	Window Products, Inc.	WINPRO	US Federal	February 24, 2009	SN:77524542
					RN:3,580,041
2.	Window Products, Inc.	THERMALPR O	US Federal	February 24, 2009	SN:77524534
					RN:3,580,040
3.	Window Products, Inc.	FRAMING LIFE'S	US Federal	January 11, 2011	SN:85051169
		MOMENTS			RN:3,904,212
4.	Window Products, Inc.,dba	EC and Design	US Federal	August 30, 2011	SN:85051180
	Cascade Windows				RN:4,020,344
5.	Window Products, Inc.,dba	EC and Design	US Federal	August 30, 2011	SN:85051178
	Cascade Windows				RN:4,020,343
6.	Window Products, Inc.	CASCADE	US Federal	January 23, 1996	SN:74633485
	·				RN:1,951,104
7.	Window Products, Inc.	QUALITYFOR	US Federal	February 17, 2009	SN: 77491065
	· ·	LIFE			RN: 3,575,455
8.	Window Products, Inc.	PARAMOUNT	US Federal	August 5, 2008	SN: 77088415
	,	WINDOWS			RN.: 3,478,746
9.	Window Products, Inc.,as	EPW	US Federal	March 30, 2010	SN:77377088
	successor ininterest to Empire			,	RN:3,768,095
	PacificWindows Corp.				
10.	Window Products, Inc., as	EMPIRE PACIFIC	US Federal	February 23, 2010	SN:77377108
	successor ininterest to Empire	WINDOWS			RN:3,751,055
	PacificWindows Corp.				
11.	Window Products, Inc., dba	LBL WINDOWS	US Federal	May 11, 2010	SN:77629801
	Cascade Windows				RN:3,786,719
12.	Window Products, Inc.,dba	LBL WINDOWS &	US Federal	November 3, 2009	SN: 77629818
12.	Cascade Windows	DOORS			RN: 3,704,532
		INTEGRITY.			
		QUALITY ·			
		INNOVATION			

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**RECORDED: 08/30/2021** 

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