

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, as administrative agent		12/15/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	POWER HOME REMODELING GROUP, LLC
Street Address:	2501 Seaport Drive
Internal Address:	4th floor
City:	Chester
State/Country:	PENNSYLVANIA
Postal Code:	19013
Entity Type:	Limited Liability Company: DELAWARE
Name:	PHRG Holding, Inc.
Street Address:	2501 Seaport Drive
Internal Address:	4th Floor
City:	Chester
State/Country:	PENNSYLVANIA
Postal Code:	19013
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3495815	DURA GLASS
Registration Number:	3495818	DURA GLASS LIFETIME PROTECTION
Registration Number:	3495821	TOTAL CARE INSTALLS
Registration Number:	3495822	TOTAL CARE INSTALLS
Registration Number:	4143622	POWER HOME REMODELING GROUP
Registration Number:	4086769	POWER HOME REMODELING GROUP
Registration Number:	5281589	POWER HOME REMODELING GROUP
Registration Number:	5915131	POWER
Registration Number:	5915141	POWER

CH \$365.00 3495815

Property Type	Number	Word Mark
Registration Number:	5915140	P
Registration Number:	5903495	POWER HOME REMODELING
Serial Number:	90225676	ENERGY SPHERE ATTIC SYSTEM
Serial Number:	90028624	P
Serial Number:	90028598	CRAFTSMANSHIP POWER

CORRESPONDENCE DATA

Fax Number: 6508023100

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: 6508023000

Email: juan.arias@weil.com

Correspondent Name: Ajinkya Joshi

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER:	Ajinkya Joshi-68410.0004
NAME OF SUBMITTER:	Ajinkya Joshi
SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	12/16/2021

Total Attachments: 6

source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page1.tif
source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page2.tif
source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page3.tif
source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page4.tif
source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page5.tif
source=Project Pioneer - Power Home IP Release (Executed)_WEIL_98350881_1#page6.tif

RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

This **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS** (this “**Release**”), dated as of December 15, 2021, is by and between, (a) **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders (as defined in the Patent, Trademark and Copyright Security Agreements referred to below), and (b) **POWER HOME REMODELING GROUP, LLC**, a Delaware limited liability company, and **PHRG Holding, Inc.**, a Delaware corporation (collectively, the “**Borrowers**”), and each of the other loan parties which became grantors thereunder from time to time (collectively with the Borrowers, each a “**Grantor**” and collectively, the “**Grantors**”);

WHEREAS, reference is made to that certain Patent, Trademark and Copyright Security Agreement dated as of June 2, 2016 among the Grantors, the other Pledgors party thereto and the Administrative Agent (as heretofore amended, supplemented or otherwise modified, the “**First Patent, Trademark and Copyright Security Agreement**”), that certain Patent, Trademark and Copyright Security Agreement (as heretofore amended, supplemented or otherwise modified, the “**Second Patent, Trademark and Copyright Security Agreement**”), dated as of May 31, 2019, among the Grantor, the other Pledgors party thereto and the Administrative Agent and to that certain Patent, Trademark and Copyright Security Agreement (as heretofore amended, supplemented or otherwise modified, the “**Third Patent, Trademark and Copyright Security Agreement**” and together with the First Patent, Trademark and Copyright Security Agreement and Second Patent, Trademark and Copyright Security Agreement, the “**Patent, Trademark and Copyright Security Agreements**”), dated as of February 18, 2021, among the Grantor, the other Pledgors party thereto and the Administrative Agent;

WHEREAS, pursuant to the terms of the Patent, Trademark and Copyright Security Agreements, the Grantor has granted to the Administrative Agent a security interest in certain of the Grantor’s Patents, Trademarks and Copyrights (as defined in the Patent, Trademark and Copyright Security Agreements) (such intellectual property of Grantor, the “**Power Home Intellectual Property**”), including, without limitation, the registered trademarks listed on Schedule A attached hereto (the “**Power Home Trademarks**”); and

WHEREAS, an executed copy of the First Patent, Trademark and Copyright Security Agreement was recorded in the United States Patent and Trademark Office (“**USPTO**”) on June 2, 2016 at Reel 5805 Frame 0001;

WHEREAS, an executed copy of the Second Patent, Trademark and Copyright Security Agreement was recorded in the USPTO on August 9, 2019 at Reel 6716 Frame 0430;

WHEREAS, an executed copy of the Third Patent, Trademark and Copyright Security Agreement was recorded in the USPTO on February 24, 2021 at Reel 7201 Frame 0808;

WHEREAS, the Grantors have requested that the Administrative Agent terminate and release its security interest in the Power Home Intellectual Property, including the Power Home Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of itself and each Secured Party (as defined in the applicable Patent, Trademark and Copyright Security Agreements), and Grantor agree as follows:

SECTION 1. Termination and Release. The Administrative Agent, on behalf of itself and each Secured Party, without representation, warranty, or recourse, hereby:

1. Releases, discharges, and terminates any and all liens, security interests, right, title and interest of the Administrative Agent pursuant to the Patent, Trademark and Copyright Security Agreements in and to the Power Home Intellectual Property, including without limitation, the Power Home Trademarks, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, and continuations, renewals, extensions, and continuations-in-part thereof, and the goodwill connected with the use thereof and symbolized by the Power Home Intellectual Property (including the Power Home Trademarks), and hereby transfers and assigns, without representation or warranty of any kind, to the Grantor any and all right, title and interest that the Administrative Agent may have obtained to the Power Home Intellectual Property (including the Power Home Trademarks) under the Patent, Trademark and Copyright Security Agreements; and

2. Authorizes the Grantor or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Release.

SECTION 2. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.


SECTION 4. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks, and Copyrights to be executed as of December 16, 2021.

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent


By: 
Name: Bryan Flom
Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademarks]





TRADEMARK
REEL: 007532 FRAME: 0991


SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS
(TRADEMARKS TO BE RELEASED)

1. Registered Trademarks:

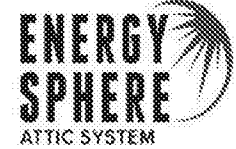
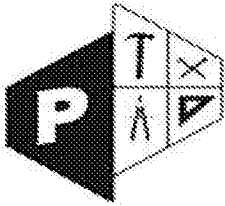
<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
POWER HOME REMODELING GROUP, LLC	DURA GLASS Logo 	3,495,815	09/02/2018
POWER HOME REMODELING GROUP, LLC	DURA GLASS LIFETIME PROTECTION (word mark)	3,495,818	09/02/2018
POWER HOME REMODELING GROUP, LLC	TOTAL CARE INSTALLS Logo 	3,495,821	09/02/2018
POWER HOME REMODELING GROUP, LLC	TOTAL CARE INSTALLS (word mark)	3,495,822	09/02/2018
POWER WINDOWS AND SIDING, INC. ¹	HEAT SHIELD HIGH PERFORMANCE LOW-E GLASS (word mark)	Delaware State Reg. 6568076	02/21/2018
POWER WINDOWS AND SIDING, INC.	HEAT SHIELD (word mark)	Pennsylvania State Reg. 3339609	02/21/2018
POWER WINDOWS AND SIDING, INC.	HEAT SHIELD HIGH PERFORMANCE LOW-E GLASS (word mark)	Maryland State Reg. 2008-0022	02/27/2018
POWER HOME REMODELING GROUP, LLC	HEAT SHIELD HIGH PERFORMANCE LOW-E GLASS (word mark)	New Jersey State Reg. 23000	02/28/2018
POWER WINDOWS AND SIDING, INC.	WHAT ARE YOU WAITING FOR?	Delaware State Reg. 20083760921	09/15/2018
POWER WINDOWS AND SIDING, INC.	WHAT ARE YOU WAITING FOR?	Pennsylvania State Reg. 3339969	09/15/2018

¹ Power Windows and Siding, Inc. was a prior name of Power Home Remodeling Group, LLC before it converted to a limited liability company.

Registered Owner	Mark	Registration Number	Expiration Date
POWER WINDOWS AND SIDING, INC.	WHAT ARE YOU WAITING FOR?	New Jersey State Reg. 23123	10/01/2018
POWER WINDOWS AND SIDING, INC.	WHAT ARE YOU WAITING FOR?	Maryland State Reg. 2008-0182	12/04/2018
POWER HOME REMODELING GROUP, LLC	POWER HOME REMODELING GROUP (word mark)	4,143,622	05/15/2018
POWER HOME REMODELING GROUP, LLC	POWER HOME REMODELING GROUP & Design 	4,086,769	01/17/2018
POWER HOME REMODELING GROUP, LLC	POWER HOME REMODELING GROUP Logo 	5281589	9/5/2017
POWER HOME REMODELING GROUP, LLC	POWER Logo 	5915131	11/19/2019
POWER HOME REMODELING GROUP, LLC	POWER (word mark)	5915141	11/19/2019
POWER HOME REMODELING GROUP, LLC	P Logo 	5915140	11/19/2019
POWER HOME REMODELING GROUP, LLC	POWER HOME REMODELING GROUP	5903495	11/5/2019

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
			

2. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Power Home Remodeling Group, LLC		90225676 (ITU)	9/30/2020
Power Home Remodeling Group, LLC	P Logo 	90028624 (ITU)	6/30/2020
Power Home Remodeling Group, LLC	CRAFTSMANSHIP POWER	90028598 (ITU)	6/30/2020