

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Cash Flow Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed's Metals of Alabama, LLC		01/06/2022	Limited Liability Company: DELAWARE
Reed's Metals, LLC		01/06/2022	Limited Liability Company: DELAWARE
Union Corrugating Company		01/06/2022	Corporation: NORTH CAROLINA
Window Products, Inc.		01/06/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CB DMO WLO, Mail Code NY1C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4020343	EC	
Registration Number:	4020344	EC	
Registration Number:	3580041	WINPRO	
Registration Number:	1951104	CASCADE	
Registration Number:	3957067	#1 FACTORY TRAINED METAL ROOFERS	
Registration Number:	2486237	ADVANTAGE-LOK	
Registration Number:	1927439	MASTERRIB	
Registration Number:	4598898	MYMETALROOF	
Registration Number:	4930876	MYMETALROOF INSTALL WIZARD	
Registration Number:	6332236	UNION CORRUGATING COMPANY	
Registration Number:	4038922	UNION CORRUGATING COMPANY METALPRO CONTR	
Serial Number:	90477503	UNION CORRUGATING COMPANY YOUR ROOF FOR	
Registration Number:	2683495	VALU-RIB	
Registration Number:	3433296	YOUR ROOF. FOR LIFE.	

CH \$615.00 4020343

Property Type	Number	Word Mark
Registration Number:	4878903	METALPROTECTION
Registration Number:	4207732	STONESHIELD
Registration Number:	4222953	STONESHIELD
Registration Number:	5036602	GALV-ECON
Serial Number:	90879191	REED'S METALS
Registration Number:	4962518	REED'S METALS, INC.
Registration Number:	4962519	SECURE-SEAM
Serial Number:	97072844	REED'S METALS MASTERS
Serial Number:	97076302	REED'S METALS MASTERS
Registration Number:	2213813	OAKLAND

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	01/10/2022

Total Attachments: 8

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CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of January 6, 2022, made by each of the parties party hereto (each, a “Grantor” and collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Guarantors (as defined therein) and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of January 6, 2022, in favor of the Collateral Agent, each Grantor became a party to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all Trademarks now owned or at any time

hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the day and year first above written.

REED'S METALS OF ALABAMA, LLC

DocuSigned by:
Alena Brenner
By: _____
Name: Alena S. Brenner
Title: Executive Vice President, General
Counsel and Corporate Secretary

REED'S METALS, LLC

DocuSigned by:
Alena Brenner
By: _____
Name: Alena S. Brenner
Title: Executive Vice President, General
Counsel and Corporate Secretary

UNION CORRUGATING COMPANY

DocuSigned by:
Alena Brenner
By: _____
Name: Alena S. Brenner
Title: Executive Vice President, General
Counsel and Corporate Secretary

WINDOW PRODUCTS, INC.

DocuSigned by:
Alena Brenner
By: _____
Name: Alena S. Brenner
Title: Executive Vice President, General
Counsel and Corporate Secretary

JPMORGAN CHASE BANK, N.A.,
as Agent

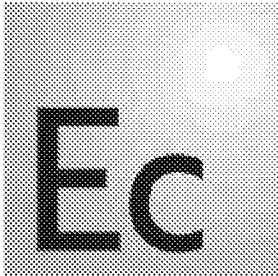
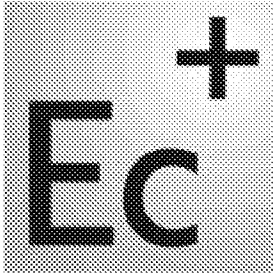
By:  _____


Name: James Shender



Title: Executive Director

SCHEDULE I

Trademark Registrations

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Window Products, Inc.	EC 	(85051178) / 4020343	05/31/2010	08/30/2011
Window Products, Inc.	EC+ 	(85051180) / 4020344	05/31/2010	08/30/2011
Window Products, Inc.	WINPRO	(77524542) / 3580041	07/17/2008	02/24/2009
Window Products, Inc.	CASCADE	(74633485) / 1951104	02/13/1995	01/23/1996
Union Corrugating Company	#1 FACTORY TRAINED METAL ROOFERS & Design	(85071938) / 3957067	06/25/2010	05/10/2011

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
				
Union Corrugating Company	ADVANTAGE-LOK	(75914705)/ 2486237	02/10/2000	09/04/2001
Union Corrugating Company	MASTERRIB	(74529377)/ 1927439	05/25/1994	10/17/1995
Union Corrugating Company	MYMETALROOF	(86105883)/ 4598898	10/30/2013	09/02/2014
Union Corrugating Company	MYMETALROOF INSTALL WIZARD	(86604704)/ 4930876	04/21/2015	04/05/2016
Union Corrugating Company	UNION CORRUGATING COMPANY	(90006558)/ 6332236	06/17/2020	04/27/2021
Union Corrugating Company	UNION CORRUGATING COMPANY METALPRO CONTRACTOR & Design  MetalPro Contractor	(77690665)/ 4038922	03/13/2009	10/11/2011
Union Corrugating Company	UNION CORRUGATING COMPANY YOUR ROOF FOR LIFE! ON TIME AND COMPLETE! & Design	(90477503)	01/20/2021	N/A
Union Corrugating Company	VALU-RIB	(76405652)/ 2683495	05/06/2002	02/04/2003
Union Corrugating	YOUR ROOF. FOR LIFE.	(78918149)/ 3433296	06/27/2006	05/20/2008

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Company				
Union Corrugating Company	METALPROTECTION	(86623117)/ 4878903	05/08/2015	12/29/2015
Union Corrugating Company	STONESHIELD & Design 	(85459355)/ 4207732	10/28/2011	09/11/2012
Union Corrugating Company	STONESHIELD	(85375289)/ 4222953	07/19/2011	10/09/2021
Reed's Metals, LLC	GALV-ECON	(86931632)/ 5036602	03/07/2016	09/06/2016
Reed's Metals, LLC	REED'S METALS	(90879191)	08/12/2021	N/A
Reed's Metals, LLC	REED'S Metals, INC. & Design 	(86539708)/ 4962518	02/19/2015	05/24/2016
Reed's Metals, LLC	SECURE-SEAM	(86539938)/ 4962519	02/19/2015	05/24/2016
Reed's Metals, LLC	REED'S METALS MASTERS & Design	(97072844)	10/13/2021	N/A
Reed's Metals, LLC	REED'S METALS MASTERS	(97076302)	10/15/2021	N/A

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Reed's Metals of Alabama, LLC (f/k/a Oakland Metal Buildings, LLC)	OAKLAND 	(75260443)/ 2213813	03/19/1997	12/29/1998