

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riot Glass, LLC		04/28/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90849224	ARMORPLAST	
Serial Number:	90823212	R RIOT GLASS	
Serial Number:	87688256	ARMORPLAST	
Serial Number:	87443158	RIOT GLASS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	051573-569150		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	05/04/2022		
Total Attachments: 5			
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source=6. CIBC-QMI - Trademark Security Agreement (Riot Glass) Fully Executed 4-28-2022#page4.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 28, 2022, is made by Riot Glass, LLC, a California limited liability company (“Grantor”), in favor of CIBC Bank USA (“Lender”), as Lender and Issuing Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated as of April 28, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), among Qualitas Manufacturing Incorporated, an Illinois corporation (“Borrower”), QMI Holding, Inc., a Delaware corporation, Installed Shutter Products, LLC, a Delaware limited liability company, Campbell Window Film, LLC, a California limited liability company, Grantor and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Loan and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement and to induce the Lender to make its extension of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks, including, without limitation, those referred to on Schedule 1 hereto.
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such U.S. Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their U.S. Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

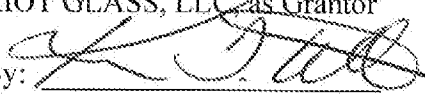
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RIOT GLASS, LLC as Grantor

By: 
Name: Kevin T. White

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA, as Lender

By: _____
Name: Andrew Kindelin
Title: Associate Managing Director,
Commercial Middle Market Banking

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RIOT GLASS, LLC, as Grantor

By: _____
Name: Kevin T. White
Title: Chief Executive Officer

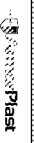

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA, as Lender

By: _____
Name: Andrew Kindelin
Title: Associate Managing Director,
Commercial Middle Market Banking

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Image	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Owner Name
ARMORPLAST Cross References: ARMOR PLAST		USPTO	App 90849224	App 26- JUL-2021			Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT	Riot Glass, LLC
RIOT GLASS R		USPTO	App 90823212	App 12- JUL-2021			Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Filed Color Drawing Currently	Riot Glass, LLC
ARMORPLAST	ArmorPlast	USPTO	App 87688256	App 16- NOV-2017	Reg 5863659	Reg 17- SEP-2019	Registered Intent to Use - Filed USE APPLICATION - CURRENT	Riot Glass, LLC
RIOT GLASS	RIOT GLASS	USPTO	App 87443158	App 09- MAY-2017	Reg 5874751	Reg 01- OCT-2019	Registered Intent to Use - Filed USE APPLICATION - CURRENT	Riot Glass, LLC