

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moderne Glass Company, Inc.		02/28/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK, USA		
<b>Street Address:</b>	437 Grant Street		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2877849	GLASS AMERICA	
<b>Registration Number:</b>	2944880	CAFE AMERICA	
<b>Registration Number:</b>	1640408	CULVER	
<b>Registration Number:</b>	1743212		
<b>Registration Number:</b>	1518576	GLASS-AMERICA	
<b>Registration Number:</b>	1948406	GLASS AMERICA	
<b>Registration Number:</b>	2194374	UNITED STATES AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4129181199		
<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>			
<b>Phone:</b>	4129181110		
<b>Email:</b>	ipdocket@metzlewis.com		
<b>Correspondent Name:</b>	Barry Metz Lewis Brodman Must O'Keefe LL		
<b>Address Line 1:</b>	535 Smithfield Street - Suite 800		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222		
<b>NAME OF SUBMITTER:</b>	Barry I. Friedman		
<b>SIGNATURE:</b>	/Barry I. Friedman/		

CH \$190.00 2877849

<b>DATE SIGNED:</b>	05/16/2022
<b>Total Attachments: 3</b> source=SecurityInterest6664011#page1.tif source=SecurityInterest6664011#page2.tif source=SecurityInterest6664011#page3.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

February 28, 2022

United States Patent and Trademark Office  
Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

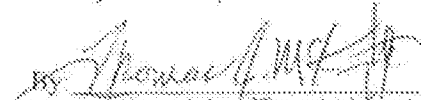
Gentlemen:

Pursuant to the Loan and Security Agreement dated as of February 23, 2022 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among Moderne Glass Company, Inc., a Pennsylvania corporation ("Debtor"), the other Loan Parties thereto, Stockholder Guarantor and CIBC Bank USA ("Secured Party"), Debtor has granted to Secured Party a continuing security interest in and continuing lien upon, the trademarks listed on Schedule 1 attached hereto (the "Trademarks"). Debtor confirms its grant to Secured Party of a continuing security interest in and continuing lien upon, the Trademarks and acknowledges and affirms that the rights and remedies of Secured Party with respect to the assignment of, mortgage on, pledge of and security interest in the Trademarks made and granted in the Agreement are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Grant of Security Interest in Trademarks.

Debtor and Secured Party hereby acknowledge and agree that the mortgage on, pledge of and security interest in the Trademarks may only be terminated in accordance with the terms of the Agreement.

Very truly yours,

MODERNE GLASS COMPANY, INC., a  
Pennsylvania corporation

  
Name: THOMAS J. ROBERTS  
Title: CEO

Acknowledged and Agreed:

CIBC BANK USA, as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Secured Party:

120 S. LaSalle St.  
Chicago, Illinois 60603

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P.O. Box 1450  
Alexandria, VA 22313-1450

Gentlemen:

Pursuant to the Loan and Security Agreement dated as of February 28, 2022 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among Moderne Glass Company, Inc., a Pennsylvania corporation ("Debtor"), the other Loan Parties thereto, Stockholder Guarantor and CIBC Bank USA ("Secured Party"), Debtor has granted to Secured Party a continuing security interest in and continuing lien upon, the trademarks listed on Schedule 1 attached hereto (the "Trademarks"). Debtor confirms its grant to Secured Party of a continuing security interest in and continuing lien upon, the Trademarks and acknowledges and affirms that the rights and remedies of Secured Party with respect to the assignment of, mortgage on, pledge of and security interest in the Trademarks made and granted in the Agreement are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Grant of Security Interest in Trademarks.

Debtor and Secured Party hereby acknowledge and agree that the mortgage on, pledge of and security interest in the Trademarks may only be terminated in accordance with the terms of the Agreement.

Very truly yours,

MODERNE GLASS COMPANY, INC., a  
Pennsylvania corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

CIBC BANK USA, as Secured Party

By: [Signature]  
Name: Colleen Pietrusinski  
Title: Managing Director

Address of Secured Party:

120 S. LaSalle St.  
Chicago, Illinois 60603

Schedule 1

**TRADEMARKS**

Trademarks of Moderne Glass Company, Inc., a Pennsylvania corporation ("MGC")

Mark	Status	Reg. No.	Reg Date	Owner
GLASS AMERICA	Registered	2,877,849	08/24/2004	MGC
CAFE AMERICA	Registered	2,944,880	04/26/2005	MGC
CULVER	Registered	1,640,408	04/09/1991	MGC
Miscellaneous Design (Culver Look Souvenir)	Registered	1,743,212	12/29/1992	MGC
Glass Design	Registered	430,997	07/29/1994	MGC
GLASS AMERICA	Registered	1,518,576	12/27/1988	MGC
GLASS AMERICA AND DESIGN	Registered	1,948,406	01/16/1996	MGC
UNITED STATES OF AMERICA and Design (Eagle Logo)	Registered	2,194,374	10/06/1998	MGC