

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749998

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Cash Flow Termination and Release of Security Interest in Specified Trademark		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		08/19/2022	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iguana Newco, LLC		
<b>Street Address:</b>	251 Little Falls Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5556135	METALWRAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Max Lovrin, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Max Lovrin		
<b>SIGNATURE:</b>	/Max Lovrin/		
<b>DATE SIGNED:</b>	08/19/2022		
<b>Total Attachments: 5</b>			
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CASH FLOW TERMINATION AND RELEASE OF  
SECURITY INTEREST IN SPECIFIED TRADEMARK

This CASH FLOW TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (the "Cash Flow Termination and Release"), dated as of August 19, 2022 from JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (the "Agent") for the banks and other financial institutions that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended by the First Amendment to Cash Flow Credit Agreement, dated as of November 14, 2018, the Lender Joinder Agreement, dated as of November 16, 2018, the Cash Flow Joinder Agreement, dated as of November 16, 2018, the Second Amendment to Cash Flow Credit Agreement, dated as of April 15, 2021, the Third Amendment to Cash Flow Credit Agreement, dated as of April 15, 2021, the Technical Amendment to Cash Flow Credit Agreement, dated as of April 21, 2021, and the Cash Flow Joinder Agreement, dated as of July 25, 2022, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Cash Flow Credit Agreement"), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions from time to time party thereto and the Agent, is granted to and in favor of IGUANA NEWCO, LLC, a Delaware limited liability company ("Iguana"), having a business address at 251 Little Falls Drive, Wilmington, Delaware 19808 and NCI GROUP, INC., a Nevada corporation, having a principal place of business at 5020 Weston Parkway, Cary, North Carolina 27513 ("NCI" and, together with Iguana, the "Grantors"), the predecessor in title to the Specified Trademarks (as defined below). Capitalized terms used herein without definition are used as defined in the Cash Flow Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the Cash Flow Credit Agreement, the Borrower and certain Domestic Subsidiaries (as defined in the Cash Flow Credit Agreement) of the Borrower from time to time party thereto and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018 (as supplemented by the Assumption Agreement, dated as of April 13, 2018, the Supplemental Agreement, dated as of April 13, 2018, the Assumption Agreement, dated as of October 15, 2018, the Supplemental Agreement, dated as of October 15, 2018, the Joinder and Release, dated as of November 16, 2018, the Assumption Agreement, dated as of November 16, 2018, the Supplemental Agreement, dated as of November 16, 2018, the Assumption Agreement, dated as of February 20, 2019, the Supplemental Agreement, dated as of February 20, 2019, the Assumption Agreement, dated as of May 29, 2020, the Supplemental Agreement, dated as of May 29, 2020, the Acknowledgment to Second Amendment, dated as of April 15, 2021, the Acknowledgment to Third Amendment, dated as of April 15, 2021), the Assumption Agreement, dated as of June 29, 2021, the Supplemental Agreement, dated as of June 29, 2021, the Assumption Agreement, dated as of January 6, 2022, the Supplemental Agreement, dated as of January 6, 2022, the Assumption Agreement, dated as of April 22, 2022, the Supplemental Agreement, dated as of April 22, 2022, the Holdings Joinder, dated as of July 25, 2022, the Assumption Agreement, dated as of July 25, 2022, and the Supplemental Agreement, dated as of July 25, 2022, and as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Cash Flow Guarantee and Collateral Agreement"), in favor of the Agent;

**TRADEMARK**

**REEL: 007827 FRAME: 0088**

WHEREAS, pursuant to that certain Assumption Agreement, dated as of November 16, 2018, and that certain Assumption Agreement, dated as of June 29, 2021, each in favor of the Agent, NCI and Iguana, respectively, became parties to the Cash Flow Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Cash Flow Guarantee and Collateral Agreement, each Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of such Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the Cash Flow Guarantee and Collateral Agreement, NCI, Robertson-Ceco II Corporation, a Delaware corporation, and the Agent entered into a Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 16, 2018 (the "Cash Flow Trademark Security Agreement"), which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 16, 2018 at Reel/Frame 6488/0266;

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of June 27, 2022 and recorded in the Trademark Division of the United States Patent and Trademark Office on June 27, 2022 at Reel/Frame 7763/0162, NCI assigned, transferred and conveyed to Iguana all of NCI's rights, title and interest in and to the Trademark, along with the goodwill of the business symbolized by and associated with the trademark listed on Schedule I hereto (the "Specified Trademark"); and

WHEREAS, pursuant to that certain Cash Flow Release, dated as of August 19, 2022 (the "Cash Flow Release"), the Borrower requested the release of the Specified Trademark, and the Agent now desires to terminate and fully release the entirety of its liens and Security Interest in the Specified Trademark of the Grantors, including any security interests in all associated common law trademark rights in the Specified Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and upon the terms set forth in this Cash Flow Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges any and all liens and Security Interest in the Specified Trademark, including any security interests in all associated common law trademark rights in the Specified Trademark.

2. Limitation. This Cash Flow Termination and Release is applicable only and solely with respect to the Specified Trademark and to no other Collateral arising under the Cash Flow Guarantee and Collateral Agreement or the Cash Flow Trademark Security Agreement (the "Retained Collateral"). The Agent retains all security interest, liens, rights, titles and interests pledged and granted to the Agent under the Cash Flow Guarantee and Collateral Agreement and the Cash Flow Trademark Security Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall

not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Cash Flow Termination and Release.

3. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantors all further releases and other documents, and take all other actions as the Grantors may reasonably request in writing, all at the Grantors' sole cost and expense, for the purpose of obtaining the release of the Security Interest in the Specified Trademark.


\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Cash Flow Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:



Name: James Shender  
Title: Executive Director

SCHEDULE 1

Specified Trademarks

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
United States	METALWRAP	5556135	12/09/2015	09/04/2018