

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR VENT INC.		12/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, As Administrative Agent		
Street Address:	127 Public Square		
Internal Address:	Attention: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1889235	AIRHAWK	
Registration Number:	1180817	AV	
Registration Number:	1599621	FILTERVENT	
Registration Number:	4240013	GOING GREEN SAVES GREEN	
Registration Number:	3905574	HIP AV VENT RIDGE SHINGLE-OVER HIP VENT	
Registration Number:	6349774	RIDGEHAWK	
Registration Number:	5657672	SHADOWHAWK	
Registration Number:	1648162	SHINGLEVENT	
Serial Number:	90770339	SHINGLEVENTROLL	
Registration Number:	4169447	SOLAR CONTROLLER	
Registration Number:	1433735	SOLAR TEK	
Registration Number:	4812397	SOLARCOOL	
Registration Number:	3011981	SOLARCOOL	
Registration Number:	5840021	T24	
Registration Number:	1031384	TEMP-VENT	
Registration Number:	3815966	THE BALANCED SYSTEM	
Registration Number:	3531951	THE EDGE	
Registration Number:	3708055	U.S. SUNLIGHT CORP ALTERNATIVE ENERGY FO	

OP \$515.00 1889235

Property Type	Number	Word Mark
Registration Number:	3751412	U.S. SUNLIGHT CORP.
Registration Number:	1604349	VENTURIVENT

CORRESPONDENCE DATA

Fax Number: 2165665800
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: 2165668243
Email: mae.smith@thompsonhine.com
Correspondent Name: Mae Smith, Paralegal
Address Line 1: 127 Public Square, 3900 Key Center
Address Line 2: Thompson Hine LLP
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Mae Smith
SIGNATURE:	/Mae Smith/
DATE SIGNED:	12/19/2022

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of December 8, 2022 by AIR VENT INC., a Delaware corporation (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Gibraltar Industries, Inc., a Delaware corporation and Gibraltar Steel Corporation of New York, a New York corporation (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Credit Agreement, dated as of December 8, 2022, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders grant to the Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor, a subsidiary of one or more Borrowers whose financing is provided by the Loans and Letters of Credit, as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of Pledgor that the Borrowers obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor is granting a security interest in certain of its assets, including the Collateral, pursuant to the Pledge and Security Agreement.

Pledgor understands that the Lenders are willing to grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is execution and delivery of this Agreement.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means the Assignment attached hereto as Exhibit A.

“Collateral” means, collectively, all of Pledgor’s existing and future right, title and interest in its Intellectual Property (as defined in the Pledge and Security Agreement), except to

the extent any Intellectual Property is considered Excluded Collateral (as defined in the Pledge and Security Agreement).

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Recordation. Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

5. Power of Attorney. Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to, after the occurrence and during the continuance of an Event of Default, make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as Pledgor’s true and lawful attorney-in-fact, with the power to endorse Pledgor’s name on the Assignment and all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

6. Additional Documents. Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

7. New Collateral. If, before the Secured Obligations other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof.

8. Modifications for New Collateral. Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral

as contemplated by Section 7 hereof and, at the Administrative Agent's request, Pledgor shall execute any documents or instruments reasonably required by the Administrative Agent in order to modify this Agreement as provided by this Section 13.

9. Incorporation By Reference. Section 10.1 (Notices) of the Pledge and Security Agreement and 12.12 (Severability of Provisions; Captions; Attachments) of the Credit Agreement are incorporated by reference with each reference to the Pledge and Security Agreement and Credit Agreement thereto, respectively, deemed to be a reference to this Agreement.

10. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

11. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon Pledgor and the successors and permitted assigns of Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

12. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations), the Commitment terminated, the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, and any obligations outstanding under the Designated Hedge Agreements cash collateralized (based on the net termination value of such Designated Hedge Agreements on such termination date) by Borrowers, in form and substance satisfactory to the Administrative Agent, Pledgor (or the Administrative Agent) shall have the right to terminate this Agreement. Upon written request of Pledgor, the Administrative Agent shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

13. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

14. Governing Law; Submission to Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the Pledgor, the Administrative Agent and the Lenders shall be governed by New York law.

(b) Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

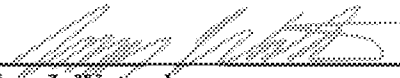
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4883-3733-6130.3

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.







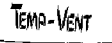

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

AIR VENT INC.

By: 
Jeffrey J. Watorek
Vice President and Treasurer

SCHEDULE 1

TRADEMARKS

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country
AIRHAWK		Registered	4/11/1995	1889235	74447442	USA
AV (stylized)		Registered	12/8/1981	1180817	73258601	USA
FILTERVENT		Registered	6/5/1990	1599621	73/838041	USA
GOING GREEN SAVES GREEN		Registered	11/13/2012	4240013	85108543	USA
HIP AV VENT RIDGE SHINGLE-OVER HIP VENT		Registered	1/11/2011	3905574	77891278	USA
RIDGEHAWK		Registered	5/11/2021	6349774	88870283	USA
SHADOWHAWK		Registered	1/15/2019	5657672	87786342	USA
SHINGLEVENT		Registered	6/18/1991	1648162	73/834918	USA
SHINGLEVENTROLL		Pending	N/A	N/A	90770339	USA
SOLAR CONTROLLER		Registered	7/3/2012	4169447	85368482	USA
SOLAR TEK (and design)		Registered	3/24/1987	1,433,735	73/607,334	USA
SOLARCOOL		Registered	9/15/2015	4812397	86532090	USA
SOLARCOOL (and design)		Registered	11/1/2005	3,011,981	78/242,018	USA
T24		Registered	8/20/2019	5840021	87029788	USA
TEMP-VENT		Registered	1/27/1976	1,031,384	73/049,505	USA
THE BALANCED SYSTEM		Registered	7/6/2010	3815966	77942185	USA
THE EDGE		Registered	11/11/2008	3,531,951	77/239,648	USA
U.S. SUNLIGHT CORP ALTERNATIVE ENERGY FOR EVERYDAY LIFE		Registered	11/10/2009	3708055	77683637	USA
U.S. SUNLIGHT CORP.		Registered	2/23/2010	3751412	77683621	USA
VENTURIVENT		Registered	7/3/1990	1604349	73835541	USA

PATENTS

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
AUTOMATIC FOUNDATION VENT PLUG WITH MANUAL OVERRIDE	US	11,231,191	01/25/2022	16/428,729	05/31/2019	AIR VENT, INC.
ENTANGLED MESH ROOF VENT WITH INTEGRATED EXTERNAL BAFFLE	US	10,428,530	10/01/2019	15/664,397	07/31/2017	AIR VENT, INC.
INSULATED COVER FOR WHOLE-HOUSE FAN	US	D842,977	03/12/2019	29/588,488	12/21/2016	AIR VENT, INC.
INSULATED COVER FOR WHOLE-HOUSE FAN	US	D908,860	01/26/2021	29/662,718	09/07/2018	AIR VENT, INC.
FOUNDATION VENT	US	D907,192	01/05/2021	29/692,232	05/23/2019	AIR VENT, INC.
LOW PROFILE VENT	US	D903,089	11/24/2020	29/637,682	02/21/2018	AIR VENT, INC.
ROOF VENT	US	D884,143	05/12/2020	29/656,532	07/13/2018	AIR VENT, INC.
ROOF RIDGE VENT AND ASSOCIATED METHOD	US	10,584,496	03/10/2020	16/034,416	07/13/2018	AIR VENT, INC.
INSULATED COVER FOR WHOLE-HOUSE FAN	US	10,502,450	12/10/2019	15/384,890	12/20/2016	AIR VENT, INC.
ROOF RIDGE VENT AND VENTILATED ROOF EMPLOYING SAME	US	8,790,167	07/29/2014	12/701,834	02/08/2010	AIR VENT, INC.
ROOF RIDGE VENT AND VENTILATED ROOF EMPLOYING SAME	US	9,890,965	02/13/2018	14/309,353	06/19/2014	AIR VENT, INC.
OFF-PEAK AIR INTAKE VENT	US	8,292,707	10/23/2012	11/943,936	11/21/2007	AIR VENT, INC.
VENT WITH PRESECURED	US	6,793,574	09/21/2004	10/600,397	06/20/2003	AIR VENT, INC.

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
MECHANICAL FASTENERS						
METHOD AND APPARATUS FOR ATTIC FAN POWER CONTROLLER WITH REMOTE CONTROL	US	9,182,138	07/15/2011	13/184,334	11/10/2015	AIR VENT, INC.
ROOF VENT AND SEALING ELEMENT THEREFOR	US	D654,161	02/14/2012	29/355,461	02/08/2010	AIR VENT, INC.
EXTERNALLY BAFFLED RIDGE VENT	US	7,766,735	08/03/2010	11/238,315	09/29/2005	AIR VENT, INC.
EXTERNALLY BAFFLED RIDGE VENT AND METHODS OF MANUFACTURE AND USE	US	6,881,144	04/19/2005	10/610,067	06/30/2003	AIR VENT, INC.

COPYRIGHTS

<u>Copyright Claimant</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Title</u>	<u>Description</u>
AIR VENT, INC.	TX0000131073	07/24/1978	Principles of attic ventilation.	text
AIR VENT, INC.	TX 131-073	07/24/1978	Principles of Attic Ventilation.	recorded document
AIR VENT, INC.	V3581 D629	08/06/2009	Principles of attic ventilation. TX 131-073.	recorded document
AIR VENT, INC.	V9931 D871	12/30/2015	Principles of attic ventilation / Reg. TX131073 & V3581 D629.	recorded document
AIR VENT, INC.	V9931 D871	2/15/2019	Principles of attic ventilation / reg. TX131073 & V3581 D629 / Reg. V9931 D871.	recorded document

EXHIBIT A
ASSIGNMENT

WHEREAS, AIR VENT INC., a Delaware corporation (“Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 8, 2022 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of KEYBANK NATIONAL ASSOCIATION as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment may be executed upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 202__.

AIR VENT INC.

By: _____
Name: _____
Title: _____