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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM784442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MDM Utah, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TRUIST BANK, as Collateral Agent	
Street Address:	245 Peachtree Center Ave., NE, 17th Floor	
Internal Address:	MC: GA-ATLANTA-3707	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30303	
Entity Type:	Bank: NORTH CAROLINA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2582341	MARTIN DOOR MANUFACTURING
Registration Number:	2578782	MARTIN GARAGE DOORS
Registration Number:	2578781	MARTIN DOORS
Registration Number:	2578780	MARTIN DOOR
Registration Number:	5103002	GOT YOUR GROOVE ON?
Registration Number:	5103001	GET YOUR GROOVE ON!

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1841544 TM A

TRADEMARK REEL: 007960 FRAME: 0375

900747974

NAME OF SUBMITTER:	Theresa Volano	
SIGNATURE:	/Theresa Volano/	
DATE SIGNED:	02/03/2023	
Total Attachments: 5 source=A - PGT - 2022 Joinder - Trademark Security Agreement - November 22, 2022 - Filing#page2.tif		

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 21, 2022 ("Agreement"), between MDM Utah, LLC, a Delaware Limited Liability Company (together with its successors and assigns, the "Grantor"), and TRUIST BANK, as collateral agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

- (1) This Agreement is made pursuant to the Credit Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the "Credit Agreement"), among PGT INNOVATIONS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the lending institutions named as lenders therein (together with their successors and assigns, the "Lenders"), and the Administrative Agent.
- (2) In connection with the Credit Agreement, the Grantor is a party to a Security Agreement, dated as of February 16, 2016 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

- (a) As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired
 - (1) all Trademarks, registered or applied for with the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
 - (2) all registrations and recordings with respect to any of the foregoing;
 - (3) all reissues, extensions and renewals of any of the foregoing;
 - (4) all Proceeds and products of the Trademarks;
 - (5) the goodwill of the businesses with which the Trademarks are associated;

and

(6) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6. Jury Trial Waiver. THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN 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.

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MDM UTAH. LLC. as Grantor

By:

Name: Ryan Quinn Title: Secretary

[PGT - Signature Page to Trademark Security Agreement]

TRUIST BANK, as Collateral Agent

Name: Johnetta Bush Title: Director

Schedule I

<u>United States Trademarks and Trademark Applications</u>

Trademark	Reg. No - (App. No.)	Record Owner
MDM Utah, LLC	2582341	MDM Utah, LLC
MDM Utah, LLC	2578782	MDM Utah, LLC
MDM Utah, LLC	2578781	MDM Utah, LLC
MDM Utah, LLC	2578780	MDM Utah, LLC
MDM Utah, LLC	5103002	MDM Utah, LLC
MDM Utah, LLC	5103001	MDM Utah, LLC

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RECORDED: 02/03/2023