

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850747

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Term Loan Intellectual Property Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, as collateral agent		11/01/2023	Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	THE COOK & BOARDMAN GROUP, LLC
Street Address:	3916 Westpoint Boulevard
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27103
Entity Type:	Limited Liability Company: DELAWARE
Name:	PRECISION DOORS & HARDWARE, LLC
Street Address:	3916 Westpoint Boulevard
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5674148	THE COOK & BOARDMAN GROUP
Registration Number:	5421794	COOK & BOARDMAN
Registration Number:	3389418	PRECISION DOORS & HARDWARE
Registration Number:	5506871	HINGE TWEAKER

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100

CH \$115.00 5674148

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 11/02/2023

Total Attachments: 6

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Release of Term Loan Intellectual Property Security Agreements

This Release of Term Loan Intellectual Property Security Agreement, dated as of November 1, 2023 (this “Release”), is made by **GOLDMAN SACHS BANK USA**, as collateral agent (in such capacity, the “Agent”) in favor of **THE COOK & BOARDMAN GROUP, LLC**, a Delaware limited liability company, and **PRECISION DOORS & HARDWARE, LLC**, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, by (i) that certain Term Loan Security Agreement, dated October 18, 2018, among the Grantors and the Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Term Loan Intellectual Property Security Agreement, dated as of October 18, 2018, in favor of Agent (as amended, restated, supplemented or modified from time to time, the “IP Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement, as applicable), which IP Security Agreement was recorded with the United States Patent and Trademark Office on **October 24, 2018** at Reel **6464** Frame **0396**, the Grantors granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including, without limitation, the Trademark registrations and Trademark applications listed on Schedule I attached hereto and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

WHEREAS, the IP Security Agreement was supplemented on January 10, 2020 by that certain Term Loan Intellectual Property Security Agreement Supplement, by Precision Doors & Hardware, LLC as grantor in favor of Agent, including in the Collateral, without limitation, the Trademark registrations and Trademark applications listed on Schedule II attached hereto and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, and which supplement has yet to be recorded with the United States Patent and Trademark Office..

WHEREAS, the Grantors desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Collateral, including, without limitation, the Trademark registrations and Trademark applications set forth on Schedule I and Schedule II hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby (i) terminate the IP Security Agreement and (ii) release, discharge, terminate and cancel any and all of its right, title and interest, including its security interest in all such Grantor’s right, title and interest in and to the following: (the “Collateral”):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, knowhow, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the Trademark registrations and Trademark applications for registration of United States intellectual property set forth in Schedule I and Schedule II hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

This Release may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Release by

telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature page follows]

**GOLDMAN SACHS BANK USA,
AS COLLATERAL AGENT**

By: 

Name: Maria Riaz

Title: Authorized Signatory

Schedule I

Trademark	Owner	Application Number and Date	Registration Number and Date
THE COOK & BOARDMAN GROUP	The Cook & Boardman Group, LLC	87/952,124 06/07/2018	5,674,148 02/12/2019
COOK & BOARDMAN	The Cook & Boardman Group, LLC	87/402,533 04/07/2017	5,421,794 03/13/2018
PRECISION DOORS & HARDWARE	Precision Doors & Hardware, LLC	77/066,385 09/25/2006	3,389,418 02/26/2008

Schedule II

Trademark	Owner	Application Number and Date	Registration Number and Date
HINGE TWEAKER	Precision Doors & Hardware, LLC	87/675,506 11/7/2017	5,506,871 7/3/2018