

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleetwood Aluminum Products, LLC		12/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6699565	ARCHE-DUCT	
Registration Number:	5073036	F	
Registration Number:	5073037	FLEETWOOD	
Registration Number:	2061265	F	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/matthew t. callahan/		
DATE SIGNED:	12/21/2023		
Total Attachments: 6			

OP \$115.00 6699565

source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page1.tif
source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page2.tif
source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page3.tif
source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page4.tif
source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page5.tif
source=File Copy Masonite - ABL Trademark Security Agreement (Fleetwood) (Execution Version)#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fleetwood Aluminum Products, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 21, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 1100 Abernathy Road, Suite 1600

City: Atlanta

State: Georgia

Country: USA Zip: 30328

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@gmail.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/Matthew T. Callahan

12/21/23

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 21, 2023 (this “Agreement”), between Fleetwood Aluminum Products, LLC, a Delaware limited liability company (the “Grantor”) and Wells Fargo Bank, National Association (“Wells”) in its capacity as Collateral Agent for the Secured Parties (together with its successors or assigns, in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Amended and Restated Credit Agreement, dated as of January 31, 2019 (as amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise amending, amending and restating or otherwise modifying or restructuring all or any portion of the obligations of Masonite International Corporation (the “Parent Borrower”) or its Subsidiaries under such agreement or any successor agreement, the “Credit Agreement”), among the Parent Borrower, Masonite Corporation (the “Lead U.S. Borrower”), the other U.S. Borrowers from time to time party thereto, Premdor Crosby Limited, a limited company incorporated in England and Wales with company number 03227274 (the “Lead U.K. Borrower” and, together with the U.K. Borrowers as of the date hereof and any U.K. Subsidiary that becomes a Borrower party to the Credit Agreement after the date hereof, individually and collectively, the “U.K. Borrower”), each other borrower from time to time party thereto (collectively with the Lead U.S. Borrower, the Parent Borrower and the U.K. Borrower, the “Borrowers” and, individually, a “Borrower”), each guarantor from time to time party thereto, each lender from time to time party thereto, Wells, as Administrative Agent and an L/C Issuer, and others and (b) the Second Amended and Restated ABL U.S. Pledge and Security Agreement dated as of December 13, 2022 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Parent Borrower, the Lead U.S. Borrower, the subsidiaries of the Lead U.S. Borrower party thereto from time to time and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidence, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of its obligations and the obligations of all other Loan Parties under the Security Agreement and under the other Finance Documents, the Grantor hereby grants to the Collateral Agent, for the benefit

of the Secured Parties, a security interest (the “Security Interest”) in, and the Grantor hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, all of such Grantor’s right, title and interest in, to and under any Trademarks (as defined in the Security Agreement) now owned or at any time hereafter acquired, created or arising, including those listed on Schedule I (the “Collateral”). For the avoidance of doubt, the Collateral shall not include Excluded Property.

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FLEETWOOD ALUMINUM PRODUCTS,
LLC, as Grantor**

By: Kent J. Markham
Name: Kent J. Markham
Title: Assistant Treasurer and
Director of Risk Management

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FLEETWOOD ALUMINUM PRODUCTS,
LLC, as Grantor**

By: _____

Name: Kent J. Markham

Title: Assistant Treasurer and
Director of Risk Management

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent**

By:  _____



Name: Rod DeLinger

Title: AUTHORIZED SIGNATORY

SCHEDULE I

Trademark Registrations and Applications

REGISTERED TRADEMARKS

Loan Party	Trademark	Country	Reg. No.	Reg. Date
Fleetwood Aluminum Products, LLC	ARCHE-DUCT	USA	6699565	04/12/2022
Fleetwood Aluminum Products, LLC		USA	5073036	11/01/2016
Fleetwood Aluminum Products, LLC	FLEETWOOD	USA	5073037	11/01/2016
Fleetwood Aluminum Products, LLC		USA	2061265	05/13/1997

TRADEMARK APPLICATIONS

None.