

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128617

| | | | |
|---|---|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Term) | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Milgard Manufacturing LLC | | 03/28/2024 | Limited Liability Company: DELAWARE |
| MI Windows and Doors, LLC | | 03/28/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | Royal Bank of Canada, as Collateral Agent | | |
| Street Address: | 20 King Street West, 4th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1C4 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97409498 | MILGARD | |
| Serial Number: | 97409478 | MILGARD WINDOWS AND DOORS | |
| Serial Number: | 97415161 | MITER FOUNDATION | |
| Serial Number: | 97415169 | MITER FOUNDATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8007130755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Michael Violet | | |
| SIGNATURE: | Michael Violet | | |

OP \$115.00.00 97409498

| | |
|---------------------|------------|
| DATE SIGNED: | 03/28/2024 |
|---------------------|------------|

Total Attachments: 5

- source=11. MIWD - Trademark Security Agreement (Closing)#page1.tif
- source=11. MIWD - Trademark Security Agreement (Closing)#page2.tif
- source=11. MIWD - Trademark Security Agreement (Closing)#page3.tif
- source=11. MIWD - Trademark Security Agreement (Closing)#page4.tif
- source=11. MIWD - Trademark Security Agreement (Closing)#page5.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):

1. Milgard Manufacturing LLC
2550 Interstate Drive, Suite 400
Harrisburg, PA 17110
Limited Liability Company - Delaware

2. MI Windows and Doors, LLC
 2550 Interstate Drive, Suite 400
 Harrisburg, PA 17110
 Limited Liability Company - Delaware

Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 28, 2024

Assignment Merger

Security Agreement Change of Name

Other Trademark Security Agreement (Term)

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

A. Trademark Application No.(s) Text
97409478, 97409498

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, as Collateral Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship Canada

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)

B. Trademark Registration No.(s)
7159188, 7159189

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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Amarone.MI Windows and Doors (72020.0409 Term)

Email Address: dka@cahill.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: *Doris Ka* March 28, 2024

Signature Date

Doris Ka

Name of Person Signing _____ Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of March 28, 2024 (this "Agreement"), among Milgard Manufacturing LLC and MI Windows and Doors, LLC (each a "Grantor", and collectively the "Grantors") and Royal Bank of Canada, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to the Term Loan Agreement dated as of December 18, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIWD Holdco II LLC, a Delaware limited liability company ("Parent") and MI WINDOWS AND DOORS, LLC, a Delaware limited liability company (the "Borrower Agent", together with Parent, the "Borrowers", each a "Borrower"), the other borrowers from time to time party thereto, the Lenders party thereto and Royal Bank of Canada, as Administrative Agent, and the various other parties thereto (b) the Pledge and Security Agreement dated as of December 18, 2020 (as supplemented by Supplement No. 1 dated as of May 18, 2021 and Supplement No. 2 dated as of March 28, 2024, the "Pledge and Security Agreement"), among the Borrowers, the various other Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of each Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Pledge and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those U.S. Trademark registrations and applications listed on Schedule I (excluding any Excluded Property, the "Trademark Collateral").

SECTION 3. Pledge and 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 Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

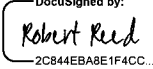
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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 shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of this page intentionally left blank]

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

MILGARD MANUFACTURING LLC
MI WINDOWS AND DOORS, LLC

By:  _____
Name: Robert Reed
Title: Secretary

ROYAL BANK OF CANADA, as Collateral Agent,

By: Casey Clark
Name: Casey Clark
Title: Associate Director

Schedule I

U.S. Trademark Registrations and Trademark Applications

| Mark | Owner | Serial No. | Registration No. |
|---|---------------------------|------------|------------------|
| MILGARD logo | Milgard Manufacturing LLC | 97409498 | |
| MILGARD WINDOWS AND DOORS full stylized | Milgard Manufacturing LLC | 97409478 | |
| MITER FOUNDATION full logo | MI Windows and Doors, LLC | 97415161 | 7159188 |
| MITER FOUNDATION word | MI Windows and Doors, LLC | 97415169 | 7159189 |