

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualitas Manufacturing Incorporated		06/15/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South Lasalle Street, Suite 400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1871919	COUNTERSAFE	
Registration Number:	2440949	DOORSAFE	
Registration Number:	2437151	GARAGESAFE	
Registration Number:	1867637	HOMESAFE	
Registration Number:	4096132	PRODUCTSAFE	
Registration Number:	4096366	QMI	
Registration Number:	3009085	QMI SECURITY SOLUTIONS	
Registration Number:	4412372	QOMPACT	
Serial Number:	87188304	QOMPREST	
Serial Number:	87188274	QOMPREST	
Registration Number:	1148371	ROLL.A.WAY	
Registration Number:	1088151	SOLAROLL	
Registration Number:	1867636	STORESAFE	
Registration Number:	2362528	STORMSAFE	
Registration Number:	2435220	STORMSAFE	
Registration Number:	4400883		
CORRESPONDENCE DATA			
Fax Number:	8167531536		

CH \$415.00 1871919

TRADEMARK

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: 8167531000
Email: uspt@polsinelli.com
Correspondent Name: Joy Willard
Address Line 1: 900 W. 48th Place, Suite 900
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	051573-569150
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	07/10/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 15, 2017, is made by Qualitas Manufacturing Incorporated, an Illinois corporation (“Borrower” or the “Grantor”), in favor of The PrivateBank and Trust Company (“PrivateBank”), as Lender and Issuing Lender.

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 15, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), among the Borrower, QMI Holding, Inc., a Delaware corporation, Installed Shutter Products, LLC, a Delaware limited liability company and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Loan and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement and to induce the Lender to make its extension of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such U.S. Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their U.S. Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

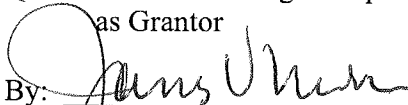
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Qualitas Manufacturing Incorporated

as Grantor

By: 

Name: James V. Miller

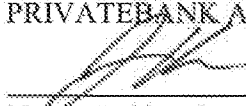
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006101 FRAME: 0595

ACCEPTED AND AGREED
as of the date first above written:




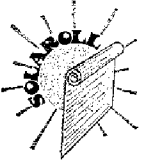

THE PRIVATEBANK AND TRUST COMPANY, as Lender









By: 
Name: Judd Kohn
Title: Managing Director



{Signature Page to Trademark Security Agreement}

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>
COUNTERSAFE	US	1,871,919	03-Jan-1995
DOORSAFE	US	2,440,949	03-Apr-2001
GARAGESAFE	US	2,437,151	20-Mar-2001
HOMESAFE	US	1,867,637	13-Dec-1994
 Design Only	US	4,400,883	10-Sept-2013
PRODUCT SAFE	US	4,096,132	07-Feb-2012
QMI	US	4,096,366	07-Feb-2012
QMI SECURITY SOLUTIONS	US	3,009,085	25-Oct-2005
QOMPACT	US	4,412,372	01-Oct-2013
QOMPREST	US	87/188,304	29-Sept-2016
QOMPREST  Word and Design	US	87/188,274	29-Sept-2016
ROLL.A.WAY 	US	1,148,371	17-Mar-1981
SOLAROLL  Word and Design	US	1,088,151	28-Mar-1978
STORESAFE	US	1,867,636	13-Dec-1994
STORMSAFE	US	2,362,528	27-Jun-2000
STORMSAFE	US	2,435,220	13-Mar-2001
SHUTTER GUARD	MD	1998-00609	18-NOV-1998
SHUTTER GUARD  exterior shutter systems 12200 Woodloch Forest Drive, Suite 100 10601 Oakdale Dr., E. Memphis, TN 38118 615-276-1341 • Toll-Free: 800-863-9305 Fax: 615-276-9410	IN	19980512	06-NOV-1998

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>
SHUTTER GUARD	PA	2839478	05-OCT-1998
SHUTTER GUARD 	CA	50260	22-SEP-1998
SHUTTER GUARD 	AL	107402	21-SEP-1998
SHUTTER GUARD 	TN		16-SEP-1998
SHUTTER GUARD 	NM	TK98090801	08-SEP-1998
SHUTTER GUARD 	RI	980905	08-SEP-1998
SHUTTER GUARD 	NY	S16277	08-SEP-1998
ROLL-A-WAY	MD	1997-00151	03-APR-1997
ROLL-A-WAY	IN	19970075	19-FEB-1997
ROLL-A-WAY 	OK	28576	19-FEB-1997
ROLL-A-WAY 	NH	-	03-FEB-1997
ROLL-A-WAY	DE	9767985	17-JAN-1997

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>
			
ROLL-A-WAY 	MS	-	31-DEC-1996