

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM602170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OmniMax International, LLC (f/k/a Bloomsbury Square LLC)		10/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as collateral agent		
Street Address:	9 West 57th Street, 41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 78			
Property Type	Number	Word Mark	
Registration Number:	831702	PRIME RIB	
Registration Number:	1091255	ULTRA-RIB	
Registration Number:	1091256	GRANDRIB	
Registration Number:	1091258	FABRIB	
Registration Number:	1092112	HEFTI-RIB	
Registration Number:	1187354	FABRAL	
Registration Number:	1223917	STRONGRIB	
Registration Number:	1239948	MIGHTI-RIB	
Registration Number:	1352414	DECOR-FLUSH	
Registration Number:	1383984	GRANDRIB 3	
Registration Number:	1534962	SLIM SEAM	
Registration Number:	1783149	COPPER CRAFT	
Registration Number:	1820425	REAL-TOOL	
Registration Number:	1951586	STAND 'N SEAM	
Registration Number:	1955087	GRANDBEAM	
Registration Number:	2182707	FLEX-A-SPOUT	
Registration Number:	2341671	SHELTERGUARD	
Registration Number:	2437695	BRONZE GUARD	
Registration Number:	2529702	SNOW BOSS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2717916	S-RAIL
Registration Number:	2720589	SEAMERMATE
Registration Number:	2771416	EURAMAX
Registration Number:	2776283	F-RAIL
Registration Number:	2859503	AMERIMAX HOME PRODUCTS, INC.
Registration Number:	2931322	MAXX PANELS
Registration Number:	2950704	GLOBAL EXPANDED METALS
Registration Number:	2993889	RT
Registration Number:	3003735	THE GUTTER SHINGLE
Registration Number:	3026237	E-RAIL
Registration Number:	3031326	FLASHMATE
Registration Number:	3034161	GLOBAL EXPANDED METALS
Registration Number:	3103813	ULTRA-LOC
Registration Number:	3126898	CLIMAGUARD
Registration Number:	3164872	BERGER QUALITY BUILDING PRODUCTS SINCE 1
Registration Number:	3180259	FABRAL
Registration Number:	3207494	BERGER
Registration Number:	3225971	FLEX-DRAIN
Registration Number:	3230910	DRYSNAP
Registration Number:	3293587	SELECT SERIES
Registration Number:	3415904	ENDURACOTE
Registration Number:	3446047	PRODECK
Registration Number:	3494442	SNOW BOSS
Registration Number:	3546905	VAL RIB III
Registration Number:	3578348	ALUMAWOOD
Registration Number:	3655110	MAXX PANELS
Registration Number:	3731464	PROCLAD
Registration Number:	3741190	STRONGCLAD
Registration Number:	3816612	FLEX GRATE
Registration Number:	3839108	DIAMOND GUTTER SHIELD
Registration Number:	3846499	DIAMOND GUTTER SHIELD
Registration Number:	3942134	STEALTHFLOW
Registration Number:	3964293	THE LIGHTSTRIP RECESSED LIGHTING FOR ALU
Registration Number:	4050642	EXTEND-A-SPOUT
Registration Number:	4067981	RAINWATER COLANDER
Registration Number:	4068547	DIAMOND GUTTER SHIELD PRO
Registration Number:	4068598	EXTEND-A-SPOUT LOW PROFILE DRAINAGE SYST
Registration Number:	4078028	SNAP-FIT

Property Type	Number	Word Mark
Registration Number:	4097441	EQUINOX
Registration Number:	4118710	THE HARVESTING RAINWATER COLANDER
Registration Number:	4121056	RAIL
Registration Number:	4124830	S RAIL
Registration Number:	4124832	E RAIL
Registration Number:	4236089	DIAMOND GUTTER SHIELD
Registration Number:	4240503	CATCH-A-RAINDROP
Registration Number:	4261356	INVISAFLOW
Registration Number:	4265306	POWERSEAM
Registration Number:	4274168	CATCH-A-RAINDROP
Registration Number:	4387048	AMERIMAX
Registration Number:	4428915	FLEX-A-SPOUT
Registration Number:	4576706	TITAN 3000
Registration Number:	4614353	AMERIMAX
Registration Number:	4754954	EZFLEX
Registration Number:	4787446	HOOVER DAM
Registration Number:	4881913	EURAMAX
Registration Number:	4952487	TRUSTIRIB
Registration Number:	5307942	OMNIMAX
Registration Number:	5342796	AMERIMAX
Registration Number:	6078665	FLEX-DRAIN PRO

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37746.00002
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/09/2020

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this “Agreement”), effective as of October 8, 2020 is made by OmniMax International, LLC (f/k/a Bloomsbury Square LLC), a Delaware limited liability company, located at c/o SVP, LLC, 100 West Putnam Avenue, Greenwich, CT 06830 (the “Grantor”), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of October 8, 2020 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Golders Hill Park LLC, a Delaware limited liability company, Bloomsbury Square LLC, a Delaware limited liability company (the “Borrower”), the Lenders, PNC Bank, National Association, as Revolver Agent and KKR Loan Administration Services LLC, as administrative agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of October 8, 2020, in favor of the Collateral Agent (together with all amendments, restatements, amendments and restatements, supplements and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and

interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

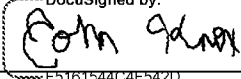
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OMNIMAX INTERNATIONAL, LLC, as Grantor

By: Michael Kuharski
Name: Michael Kuharski
Title: Vice President

ACKNOWLEDGED AND ACCEPTED:

KKR LOAN ADMINISTRATION SERVICES LLC, as
Collateral Agent

By: 
Name: John Knox
Title: Authorized Signatory

Schedule A

U.S. and foreign Trademark Registrations and Applications and U.S. and foreign exclusive
Trademark License

Registration Number	Registration Date	Serial Number	Mark	Owner
831702	7/11/1967	72263337	PRIME RIB	Omnimax International, Inc.
1091255	5/16/1978	73114336	ULTRA-RIB	Omnimax International, Inc.
1091256	5/16/1978	73114337	GRANDRIB	Omnimax International, Inc.
1091258	5/16/1978	73114339	FABRIB	Omnimax International, Inc.
1092112	5/30/1978	73125284	HEFTI-RIB	Omnimax International, Inc.
1187354	1/26/1982	73304438	FABRAL	Omnimax International, Inc.
1223917	1/18/1983	73294750	STRONGRIB	Omnimax International, Inc.
1239948	5/31/1983	73290375	MIGHTI-RIB	Omnimax International, Inc.
1352414	8/6/1985	73518543	DECOR-FLUSH	Omnimax International, Inc.
1383984	2/25/1986	73552336	GRANDRIB 3	Omnimax International, Inc.
1534962	4/18/1989	73707227	SLIM SEAM	Omnimax International, Inc.
1783149	7/20/1993	74277411	COPPER CRAFT	Omnimax International, Inc.
1820425	2/8/1994	74219018	REAL-TOOL	Omnimax International, Inc.
1951586	1/23/1996	74656664	STAND 'N SEAM	Omnimax International, Inc.
1955087	2/6/1996	74656665	GRANDBEAM	Omnimax International, Inc.
2182707	8/18/1998	75088116	FLEX-A-SPOUT	Omnimax International, Inc.
2341671	4/11/2000	75300938	SHELTERGUARD	Omnimax International, Inc.
2437695	3/20/2001	75700229	BRONZE GUARD	Omnimax International, Inc.
2529702	1/15/2002	76202016	SNOW BOSS	Omnimax International, Inc.
2717916	5/20/2003	76250843	S-RAIL	Omnimax International, Inc.
2720589	6/3/2003	76293936	SEAMERMATE	Omnimax International, Inc.
2771416	10/7/2003	76470895	EURAMAX	Omnimax International, Inc.
2776283	10/21/2003	76250985	F-RAIL	Omnimax International, Inc.

Registration Number	Registration Date	Serial Number	Mark	Owner
2859503	7/6/2004	76475517	AMERIMAX HOME PRODUCTS, INC.	Omnimax International, Inc.
2931322	3/8/2005	76481371	MAXX PANELS	Omnimax International, Inc.
2950704	5/10/2005	78251018	GLOBAL EXPANDED METALS	Omnimax International, Inc.
2993889	9/13/2005	76592988	RT	Omnimax International, Inc.
3003735	10/4/2005	78362100	THE GUTTER SHINGLE	Omnimax International, Inc.
3026237	12/13/2005	76625109	E-RAIL	Omnimax International, Inc.
3031326	12/20/2005	76618771	FLASHMATE	Omnimax International, Inc.
3034161	12/27/2005	78251030	GLOBAL EXPANDED METALS	Omnimax International, Inc.
3103813	6/13/2006	78656739	ULTRA-LOC	Omnimax International, Inc.
3126898	8/8/2006	78709038	CLIMAGUARD	Omnimax International, Inc.
3164872	10/31/2006	78648340	BERGER QUALITY BUILDING PRODUCTS SINCE 1874	Omnimax International, Inc.
3180259	12/5/2006	78743596	FABRAL	Omnimax International, Inc.
3207494	2/13/2007	78647955	BERGER	Omnimax International, Inc.
3225971	4/3/2007	78733574	FLEX-DRAIN	Omnimax International, Inc.
3230910	4/17/2007	78556640	DRYSNAP	Omnimax International, Inc.
3293587	9/18/2007	78656768	SELECT SERIES	Omnimax International, Inc.
3415904	4/22/2008	78792948	ENDURACOTE	Omnimax International, Inc.
3446047	6/10/2008	77109255	PRODECK	Omnimax International, Inc.
3494442	9/2/2008	76685839	SNOW BOSS	Omnimax International, Inc.
3546905	12/16/2008	78656715	VAL RIB III	Omnimax International, Inc.
3578348	2/24/2009	76686330	ALUMAWOOD	Omnimax International, Inc.
3655110	7/14/2009	76683249	MAXX PANELS	Omnimax International, Inc.
3731464	12/29/2009	78656726	PROCLAD	Omnimax International, Inc.
3741190	1/19/2010	78661601	STRONGCLAD	Omnimax International, Inc.

Registration Number	Registration Date	Serial Number	Mark	Owner
3816612	7/13/2010	77756417	FLEX GRATE	Omnimax International, Inc.
3839108	8/24/2010	77804940	DIAMOND GUTTER SHIELD	Omnimax International, Inc.
3846499	9/7/2010	77866328	DIAMOND GUTTER SHIELD	Omnimax International, Inc.
3942134	4/5/2011	85026030	STEALTHFLOW	Omnimax International, Inc.
3964293	5/24/2011	77961020	THE LIGHTSTRIP RECESSED LIGHTING FOR ALUMINUM PATIO COVERS	Omnimax International, Inc.
4050642		85169370	EXTEND-A-SPOUT	Omnimax International, Inc.
4067981	12/6/2011	77968840	RAINWATER COLANDER	Omnimax International, Inc.
4068547	12/6/2011	85201158	DIAMOND GUTTER SHIELD PRO	Omnimax International, Inc.
4068598	12/6/2011	85223801	EXTEND-A-SPOUT LOW PROFILE DRAINAGE SYSTEM	Omnimax International, Inc.
4078028	12/27/2011	85190211	SNAP-FIT	Omnimax International, Inc.
4097441	2/14/2012	76708069	EQUINOX	Omnimax International, Inc.
4118710	3/27/2012	85429892	THE HARVESTING RAINWATER COLANDER	Omnimax International, Inc.
4121056	4/3/2012	85365867	RAIL	Omnimax International, Inc.
4124830	4/10/2012	85365771	S RAIL	Omnimax International, Inc.
4124832	4/10/2012	85365834	E RAIL	Omnimax International, Inc.
4236089	11/6/2012	85373135	DIAMOND GUTTER SHIELD	Omnimax International, Inc.
4240503	11/13/2012	85429880	CATCH-A-RAINDROP	Omnimax International, Inc.
4261356	12/18/2012	85614647	INVISAFLOW	Omnimax International, Inc.
4265306	12/25/2012	85378853	POWERSEAM	Omnimax International, Inc.
4274168	1/15/2013	85429868	CATCH-A-RAINDROP	Omnimax International, Inc.
4387048	8/20/2013	85766897	AMERIMAX	Omnimax International, Inc.

Registration Number	Registration Date	Serial Number	Mark	Owner
4428915	11/5/2013	85917078	FLEX-A-SPOUT	Omnimax International, Inc.
4576706	7/29/2014	85821570	TITAN 3000	Omnimax International, Inc.
4614353	9/30/2014	85766972	AMERIMAX	Omnimax International, Inc.
4754954	6/16/2015	86415039	EZFLEX	Omnimax International, Inc.
4787446	8/4/2015	86414376	HOOVER DAM	Omnimax International, Inc.
4881913	1/5/2016	85874296	EURAMAX	Omnimax International, Inc.
4952487	5/3/2016	86509125	TRUSTIRIB	Omnimax International, Inc.
5307942	10/10/2017	87132296	OMNIMAX	Omnimax International, Inc.
5342796	11/21/2017	87975899	AMERIMAX	Omnimax International, Inc.
6078665	6/16/2020	88651530	FLEX-DRAIN PRO	Omnimax International, Inc.