

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.R. Laurence Co., Inc.		04/29/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2132487	CM COLUMBIA	
Registration Number:	2134272	COLUMBIAMATIC	
Registration Number:	1094048	CRL	
Registration Number:	4641787	GRS	
Registration Number:	5978604	MOJAVE	
Registration Number:	2833435	STOREFRONTS ONLINE	
Registration Number:	2736800	WEDGE-LOCK	
Registration Number:	2139871	POWR SLIDER	
Registration Number:	2657391	SHOWERS ONLINE	
Registration Number:	2855840	US HORIZON	
Registration Number:	3099495	ALL GLASS STOREFRONTS ONLINE	
Registration Number:	5573185	AMAZING GLAZING	
Registration Number:	4289471	BALANCER	
Registration Number:	5829274	BAYWOOD	
Registration Number:	4051572	BLUMCRAFT	
Registration Number:	5751834	CAMBRIDGE	
Registration Number:	5751833	CONTEMPO	
Registration Number:	5186541	CORNER-LOC	

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Property Type	Number	Word Mark
Registration Number:	3550227	CRL
Registration Number:	3561099	CRL
Registration Number:	4838151	ENTICE
Registration Number:	4388756	ESSENCE
Registration Number:	1352340	HI-SHEEN
Registration Number:	3414378	INTELLI-TRACK
Registration Number:	4069050	JACKSON
Serial Number:	90785298	OFFICEFRONT
Registration Number:	4219821	SHOWERS ONLINE
Registration Number:	801780	SOMACA
Registration Number:	3968532	STOREFRONTS ONLINE
Registration Number:	4270945	STORM FRONT
Registration Number:	4081148	SURFACEMATE
Registration Number:	4693965	U.S. ALUMINUM
Registration Number:	4220378	UNITED STATES ALUMINUM

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: nancy.wiford@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/29/2022

Total Attachments: 7
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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):

C.R. Laurence Co., Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 29, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent

Street Address: 388 Greenwich Street, 7th Floor

City: New York

State: NY

Country: USA Zip: 10013

- 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
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

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: Project Oscar (35891.0995)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 33

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

Signature

April 29, 2022

Date

Doris Ka

Name of Person Signing

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

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

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 29, 2022 (this “Notice”), made by C.R. Laurence Co., Inc., a California corporation (the “Pledgor”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of April 29, 2022 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Oscar AcquisitionCo, LLC, a Delaware limited liability company (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto (each, a “Subsidiary Loan Party” and collectively, the “Subsidiary Loan Parties”), the Lenders party thereto from time to time, Citibank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor 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 Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Recordation.* The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Notice against the Trademark Collateral.

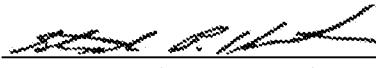
SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.


[Signature Pages Follow]

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

C.R. LAURENCE CO., INC.

By: 
Name: Stephen Hancock
Title: Treasurer

CITIBANK, N.A.,
as Collateral Agent,

By: 
Name: Michael Braganza
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by C.R. Laurence Co., Inc.

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
CM COLUMBIA	75233808	Jan 30, 1997	2132487	Jan 27, 1998
COLUMBIAMATIC	75233075	Jan 29, 1997	2134272	Feb 3, 1998
CRL	73091188	Jun 21, 1976	1094048	Jun 20, 1978
GRS	85835541	Jan 29, 2013	4641787	Nov 18, 2014
MOJAVE	87463754	May 25, 2017	5978604	Feb 4, 2020
STOREFRONTS ONLINE	78141258	Jul 3, 2002	2833435	Apr 13, 2004
WEDGE-LOCK	78159708	Aug 30, 2002	2736800	Jul 15, 2003
POWR SLIDER	75232170	Jan 28, 1997	2139871	Feb 24, 1998
SHOWERS ONLINE	76339820	Nov 16, 2001	2657391	Dec 3, 2002
US HORIZON	78133177	Jun 4, 2002	2855840	Jun 22, 2004
ALL GLASS STOREFRONTS ONLINE	78450853	Jul 14, 2004	3099495	May 30, 2006
AMAZING GLAZING	87576584	Aug 21, 2017	5573185	Oct 2, 2018
BALANCER	85131577	Sep 16, 2010	4289471	Feb 12, 2013
BAYWOOD	87032707	May 11, 2016	5829274	Aug 6, 2019
BLUMCRAFT	85020706	Apr 22, 2010	4051572	Nov 8, 2011
CAMBRIDGE	87369352	Mar 13, 2017	5751834	May 14, 2019
CONTEMPO	87369325	Mar 13, 2017	5751833	May 14, 2019
CORNER-LOC	87181284	Sep 23, 2016	5186541	Apr 18, 2017
CRL	78429059	Jun 2, 2004	3550227	Dec 23, 2008
CRL	78429051	Jun 2, 2004	3561099	Jan 13, 2009
ENTICE	86431563	Oct 22, 2014	4838151	Oct 20, 2015
ESSENCE	85455740	Oct 25, 2011	4388756	Aug 20, 2013
HI-SHEEN	73499692	Sep 17, 1984	1352340	Aug 6, 1985
INTELLI-TRACK	77249490	Aug 7, 2007	3414378	Apr 22, 2008
JACKSON	77956559	Mar 11, 2010	4069050	Dec 13, 2011
OFFICEFRONT	90785298	Jun 21, 2021	--	--
SHOWERS ONLINE	77701290	Mar 27, 2009	4219821	Oct 9, 2012
SOMACA	72214923	Mar 24, 1965	801780	Jan 11, 1966
STOREFRONTS ONLINE	77947799	Mar 1, 2010	3968532	May 31, 2011
STORM FRONT	85521467	Jan 20, 2012	4270945	Jan 8, 2013

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SURFACEMATE	85164193	Oct 28, 2010	4081148	Jan 3, 2012
U.S. ALUMINUM	85377903	Jul 21, 2011	4693965	Mar 3, 2015
UNITED STATES ALUMINUM	85375628	Jul 19, 2011	4220378	Oct 9, 2012