# OP \$65.00 2119398

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM760698 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Showcase Window and Door Company, LLC		10/07/2022	Limited Liability Company:

### **RECEIVING PARTY DATA**

Name:	Metropolitain Commercial Bank		
Street Address:	99 Park Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Chartered Bank: NEW YORK		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2119398	ENVIROSHIELD
Registration Number:	2119399	SHOWCASE

### **CORRESPONDENCE DATA**

Fax Number:

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: 19087631336
Email: cagin@herrick.com

Correspondent Name: Cole Agin
Address Line 1: 2 Park Avenue
Address Line 2: 16th Floor

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:Cole AginSIGNATURE:/Cole Agin/DATE SIGNED:10/12/2022

**Total Attachments: 5** 

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2022 (this "<u>Agreement</u>"), is made by SHOWCASE WINDOW AND DOOR COMPANY, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of METROPOLITAN COMMERCIAL BANK (the "<u>Lender</u>").

### **RECITALS:**

WHEREAS, reference is made to the Pledge and Security Agreement, dated as of October 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among OpenView Products Holdco, LLC, a Delaware limited liability company, OpenView Products, LLC, a Delaware limited liability company, the Grantor, the other Grantors (as defined therein) from time to time party thereto, and the Lender, pursuant to which Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Lender as follows:

### SECTION 1. Defined Terms.

- (a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
  - (b) As used in this Agreement, the following terms have the following meanings:
    - "Agreement" has the meaning set forth in the preamble hereto.
    - "Electronic Signature" has the meaning set forth in the Credit Agreement.
    - "Person" has the meaning set forth in the Credit Agreement.
    - "Secured Obligations" has the meaning set forth in the Credit Agreement.
    - "Security Agreement" shall have the meaning set forth in the recitals hereto.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks, trade names, domain names (including internet domain names), corporate names, company names, business names, trade dress, trade styles, service marks, logos and other source or business identifies and, in each case all goodwill associated therewith, all registrations and recordations of any of the foregoing and all applications in connection therewith; (b) all continuations, reissues, renewals and extensions of any of the forgoing; (c) all income, fees, royalties, proceeds, damages, claims and payments at any time due or payable or asserted under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) all rights to sue or recover at law and in equity for past, present and future infringement, misappropriation, dilutions, violation or other impairment of any of the foregoing; and (e) all rights and privileges corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance in full of all of the Secured Obligations, Grantor hereby pledges, assigns and grants to Lender a security interest in all of the right, title and interest of Grantor in, to and under the following

property, whether now owned by, or at any time hereafter acquired by or arising in favor of, Grantor, or in which Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located (collectively, the "Trademark Collateral"):

- (a) all Trademarks of Grantor, including, without limitation, those Trademarks referred to in <u>Schedule I</u> attached hereto;
  - (b) all goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. <u>Termination</u>. When the Payment In Full has occurred, the Lender shall, promptly after the Grantor's request, execute, acknowledge and deliver to Grantor a document in writing in recordable form releasing the pledge, assignment and grant of security interest in the Trademark Collateral under this Agreement, all at the sole cost and expense of Grantor. Any execution and delivery of any document pursuant to this <u>Section 4</u> shall be without recourse to or warranty by the Lender (other than as to the Lender's authority to execute and deliver such documents).

## SECTION 5. Counterparts.

- (a) 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 counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.
- (b) The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 6. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

**GRANTOR**:

SHOWCASE WINDOW AND DOOR COMPANY, LLC

Name: Scott E. Vollmer Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

LENDER:

METROP@LIZAN/XXIMERCIAL&ANK

Name: Leonard Carraturo Title: Vice President

By: Zachary Relyea
Title: Vice President

[Signature Page to Trademark Security Agreement]

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# Registrations:

Owner	Registration/ Application Number	Trademark
Showcase Window and Door Company, LLC	2119398	ENVIROSHIELD
Showcase Window and Door Company, LLC	2119399	SHOWCASE

Applications:

None.

Schedule I

RECORDED: 10/12/2022

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