

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777973

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endura Products, LLC		01/03/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	500 Stanton Christiana Road		
Internal Address:	Ops 2, 3rd Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5889318	RDS	
Registration Number:	5889314	Z-ARTICULATING CAP SILL	
Registration Number:	5857248		
Registration Number:	5857244	ENTRYSYNC	
Registration Number:	5729966	VERSAPAN	
Registration Number:	5561021	THE DOOR OF THE FUTURE	
Registration Number:	5454178	POWERED BY ENDURA	
Registration Number:	5382412	BADGER BOARD	
Registration Number:	5197310	TRILAST	
Registration Number:	5196777	AMICTUS	
Registration Number:	5152039	VULCANUS	
Registration Number:	5152038	LOCKSTEP	
Registration Number:	2997237	FORCE 5	
Registration Number:	2980951		
Registration Number:	2556436	SIMPLE SOLUTION	
Registration Number:	2423879	TRILENNIUM	
Registration Number:	2279907	FRAMESAVER	
Registration Number:	6050792	Z-AC	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6262730	PANOLOCK
Registration Number:	5870247	REPLACEABLE DECK SILL
Registration Number:	5777432	FUSIONFRAME
Registration Number:	6785790	JAMBAID
Registration Number:	6506242	BETTERDOOR.
Registration Number:	6459619	POWERED BY ENDURA DOOR COMPONENTS MADE I
Registration Number:	6274549	BETTERDOOR.
Serial Number:	90815356	CERTIFIED POWERED BY ENDURA
Serial Number:	97284963	PANELPLUS

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	139900/1217
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/Kendall Ickes/
DATE SIGNED:	01/03/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 3, 2023 (this “Agreement”), among Endura Products, LLC, a North Carolina limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A. (“JPM”) in its capacity as Collateral Agent for the Secured Parties (together with its successors or assigns, in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement, dated as of December 13, 2022 (as amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise amending, amending and restating or otherwise modifying or restructuring all or any portion of the obligations of Masonite International Corporation, a British Columbia corporation (“Holdings”) or its Subsidiaries under such agreement or any successor agreement, the “Credit Agreement”; the terms defined therein which are not otherwise defined herein being used herein as therein defined), among Holdings, Masonite Corporation, a Delaware corporation (the “Borrower”), each lender from time to time party thereto, and JPM, as Administrative Agent and Collateral Agent, and (b) the Pledge and Security Agreement dated as of December 13, 2022 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Holdings, the Borrower, the other Loan Parties party thereto from time to time and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidence, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of its obligations and the obligations of all other Loan Parties under the Security Agreement and under the other Finance Documents, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, and the Grantor hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, all of such Grantor’s right, title and interest in, to and under any Trademarks (as defined in the Security Agreement) now owned or at any time hereafter acquired, created or arising, including those listed on Schedule I (the “Collateral”). For the avoidance of doubt, the Collateral shall not include any Excluded Property.

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

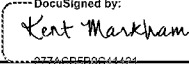
SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

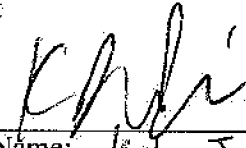
ENDURA PRODUCTS, LLC, as Grantor

By:  _____
Name: Kent J. Markham
Title: Assistant Treasurer and
Director of Risk Management

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Cecily J. Neros
Title: Authorized Officer


[Signature Page to Trademark Security Agreement]

SCHEDULE I



Trademark Registrations and Applications

REGISTERED TRADEMARKS

Loan Party	Trademark	Country	Reg. No.	Reg. Date
Endura Products, LLC	 RDS	USA	5889318	10/22/2019
Endura Products, LLC	Z- ARTICULATING CAP SILL	USA	5889314	10/22/2019
Endura Products, LLC		USA	5857248	9/10/2019
Endura Products, LLC	ENTRYSYNC	USA	5857244	9/10/2019
Endura Products, LLC	VERSAPAN	USA	5729966	4/16/2019
Endura Products, LLC	THE DOOR OF THE FUTURE	USA	5561021	9/11/2018
Endura Products, LLC	POWERED BY ENDURA	USA	5454178	4/24/2018
Endura Products, LLC	BADGER BOARD	USA	5382412	1/16/2018
Endura Products, LLC	TRILAST	USA	5197310	5/2/2017
Endura Products, LLC	AMICTUS	USA	5196777	5/2/2017
Endura Products, LLC	VULCANUS	USA	5152039	2/28/2017
Endura Products, LLC	LOCKSTEP	USA	5152038	2/28/2017
Endura Products, LLC	FORCE 5	USA	2997237	9/20/2005
Endura Products, LLC		USA	2980951	8/2/2005
Endura Products, LLC	SIMPLE SOLUTION	USA	2556436	4/2/2002
Endura Products, LLC	TRILENNIUM	USA	2423879	1/23/2001
Endura Products, LLC	FRAMESAVER	USA	2279907	9/21/1999
Endura Products, LLC	Z-AC	USA	6050792	5/12/2020
Endura Products, LLC	PANOLOCK	USA	6262730	2/21/2021
Endura Products, LLC	REPLACEABLE DECK SILL	USA	5870247	9/24/2019

Endura Products, LLC	FUSIONFRAME	USA	5777432	6/11/2019
Endura Products, LLC	JAMBAID	USA	6785790	7/12/2022
Endura Products, LLC	betterdoor.)	USA	6506242	10/5/2021
Endura Products, LLC		USA	6459619	8/24/2021
Endura Products, LLC	BETTERDOOR.	USA	6274549	2/16/2021

TRADEMARK APPLICATIONS

Loan Party	Trademark	Country	App. No.	Filing Date
Endura Products, LLC		USA	90/815356	7/7/2021
Endura Products, LLC		USA	97/284963 ¹	2/25/2022

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.