

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Product Supply Company		04/11/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor 35		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6275349	IPS	
Registration Number:	6214780	TAFCO	
Registration Number:	6214779	NORTHVIEW WINDOWS	
Registration Number:	6105382	PARK RIDGE PRODUCTS	
Registration Number:	5082188	TAFCO	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.343		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		

OP \$140.00 6275349

DATE SIGNED:	04/11/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of April 11, 2023, is by INTERNATIONAL PRODUCT SUPPLY COMPANY (D/B/A TAFCO CORP.), an Illinois corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among the Grantor, TORTS, INC., an Illinois corporation ("Torts", and together with the Grantor, collectively, the "Borrowers"), the other Loan Parties party thereto from time to time and the Lender (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor, and certain of its affiliates, executed and delivered to the Lender that certain Security Agreement of even date herewith (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Pledge and Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Lender a continuing first priority (subject to Permitted Encumbrances) security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; *provided*, the Trademark Collateral shall not include any application to register any intent-to-use trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark; *provided*, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The 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.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Lender with respect to any new registered trademarks of the Grantor. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all the Trademark Collateral, whether or not listed on Schedule I.

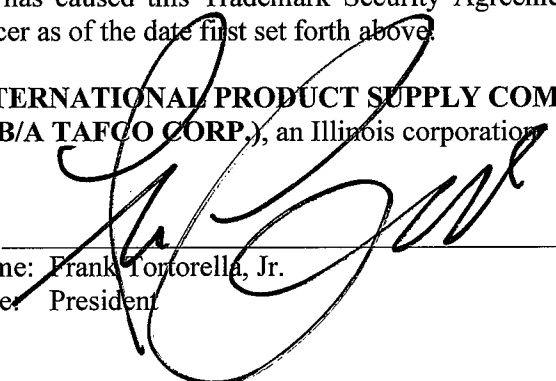
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[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.

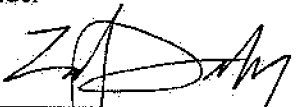
**INTERNATIONAL PRODUCT SUPPLY COMPANY
(D/B/A TAFCO CORP.),** an Illinois corporation

By: 
Name: Frank Tontorella, Jr.
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A

as Lender

By: 
Name: ZEB GILLIAM
Title: AUTHORISED SIGNATORY

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
IPS	88786190	Registered	6275349	02/23/21	International Product Supply Company
TAFCO	88786197	Registered	6214780	12/08/20	International Product Supply Company
NORTHVIEW WINDOWS	88786194	Registered	6214779	12/08/20	International Product Supply Company
PARK RIDGE PRODUCTS	88533659	Registered	6105382	07/21/20	International Product Supply Company
TAFCO	86974668	Registered	5082188	11/15/16	International Product Supply Company