

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEATHER SHIELD MFG., INC.		07/08/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	1033047	AVANTI	
Registration Number:	2182872	CRESTFIT	
Registration Number:	1869215	CRESTLINE	
Registration Number:	3851456	CRESTLINE ACCLAIM	
Registration Number:	1816315	CRESTLINE	
Registration Number:	2902043	CRESTLINE SELECT	
Registration Number:	2278950	CUSTOM SHIELD	
Registration Number:	3559885	CUSTOM WOOD INTERIORS COLLECTION	
Registration Number:	2761351	EASYCARE	
Registration Number:	2792667	EASYCARE	
Registration Number:	3848827	ENDURASHIELD	
Registration Number:	2436930	HOMECARE	
Registration Number:	4689277	IN ALL THE WORLD ONLY ONE	
Registration Number:	3025613	LIFE GUARD	
Registration Number:	2916583	LIFEGUARD	
Registration Number:	1372119		
Registration Number:	1139621	PEACHTREE	
Registration Number:	2924868	PEACHTREE	
TRADEMARK			

OP \$1140.00 1033047

Property Type	Number	Word Mark
Registration Number:	1331643	PEACHTREE DOORS AND WINDOWS
Registration Number:	2181359	PROCRAFT
Registration Number:	2253134	PROSHIELD
Registration Number:	4689276	RAIN OR SNOW, LET IT BLOW
Registration Number:	3477113	SEQUEL
Registration Number:	3389483	
Registration Number:	3682692	SMARTQUOTE
Registration Number:	3007603	SYMMETRY
Serial Number:	85622541	SYMMETRY BALANCE SYSTEM
Serial Number:	85639584	TRICORE
Registration Number:	1515399	VETTER
Registration Number:	2283598	VISIONS
Registration Number:	2599352	VISIONS 1000
Registration Number:	2255227	VISIONS 2000
Registration Number:	3343218	VISIONS 3000
Registration Number:	3452952	VISIONS WINDOWS & DOORS
Registration Number:	2085821	WEATHER SHIELD
Registration Number:	4381049	WEATHER SHIELD ASPIRE SERIES
Registration Number:	3572961	WEATHER SHIELD COLLECTIONS
Registration Number:	2525571	WEATHER SHIELD LEGACY SERIES
Registration Number:	2404149	WEATHER SHIELD LEGACY SERIES
Registration Number:	1166521	WEATHER SHIELD MFG, INC. MEDFORD, WIS.
Registration Number:	4381121	WEATHER SHIELD PREMIUM SERIES
Registration Number:	4385209	WEATHER SHIELD SIGNATURE SERIES
Registration Number:	2656163	WEATHER SHIELD WINDOWS & DOORS SINCE 195
Serial Number:	86297512	WOOD SHIELD
Registration Number:	3389392	ZO·E·SHIELD THE WORLD'S BEST ENERGY GLAS

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 216-566-5776

Email: mae.smith@thompsonhine.com

Correspondent Name: David D. Thomas, Esq.

Address Line 1: 127 Public Square

Address Line 2: 3900 Key Center

Address Line 4: Cleveland, OHIO 44114-1291

ATTORNEY DOCKET NUMBER: 066410.00153

NAME OF SUBMITTER:	David D. Thomas, Esq.
SIGNATURE:	/David D. Thomas/
DATE SIGNED:	07/10/2015

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 8th day of July, 2015 by WEATHER SHIELD MFG., INC., a Wisconsin corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

1. Recitals.

Pledgor, Weather Shield Export Inc., a Nevada corporation, and Weather Shield Transportation, Ltd., a Wisconsin corporation (together with Pledgor and their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of July 8, 2015, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, provided for in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrowers by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes,

formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Lender (or an affiliate of Lender) pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of any Credit Party pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document, and all fees and charges in connection with the Letters of Credit; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Company or Pledgor, and includes, without limitation, every liability, whether owing by only one Borrower or Pledgor or by a Borrower or Pledgor with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses; provided that Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and, except as permitted by Section 10 hereof, shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours and upon notice to Pledgor, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to time, in addition to the rights and

remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection

therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic transmission, in each case with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS, PLEDGOR AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

WEATHER SHIELD MFG. INC.

By: 

Mark A. Schield
President

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 005573 FRAME: 0615

SCHEDULE 1

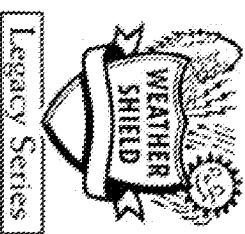
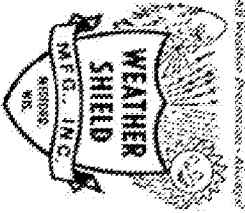
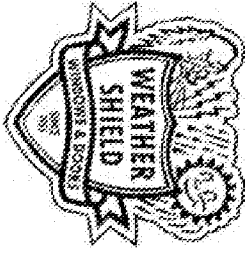
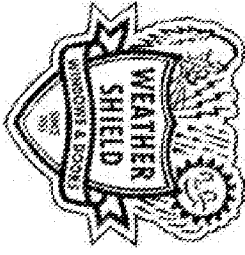
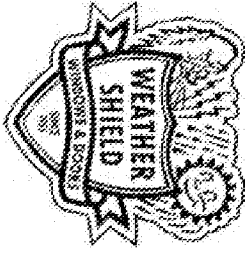
See attached.

WEATHER SHIELD MFG, INC.
Patents

Title	Ref#	CNTRY	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration
Concealed Structural Mullion	232113-314602	US	10/152,196	05/21/2002	6,722,089	04/20/2004	ISSUED	4/20/2024
Windows, Doors and Glazing Assemblies Therefor	232116-316097	US	12/500,005	07/09/2009	8,701,363	04/22/2014	ISSUED	06/01/2032

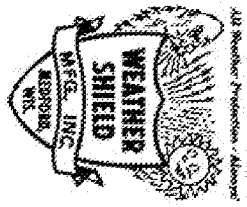
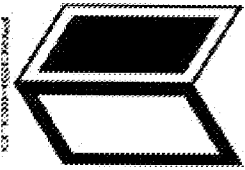
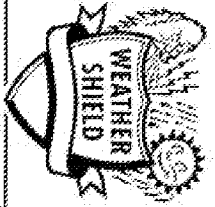
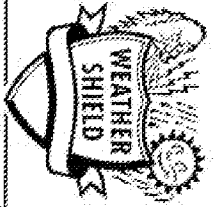
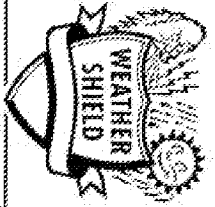
WEATHER SHIELD MFG., INC.
Active Trademark Portfolio

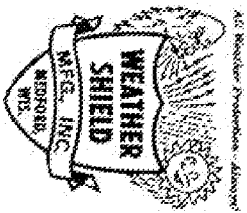
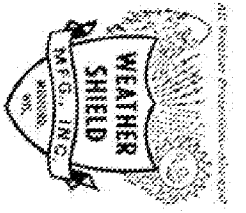
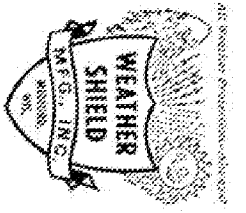
Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
CANADA	CITADEL	Weather Shield Mfg., Inc.	232113-314716	REGISTERED	406278	01/18/1977	TMA232159	03/16/1979	* - Sliding glass doors, exclusive of sliding glass doors used as an adjunct to bathroom showers.
CANADA	PEACHTREE	Weather Shield Mfg., Inc.	232113-314712	REGISTERED	440268	05/29/1979	TMA243454	04/18/1980	* - Sliding glass doors, windows, door screens, door grills, door frames, patio doors, french doors, and exterior doors.
CANADA	PEACHTREE DOOR	Weather Shield Mfg., Inc.	232113-314714	REGISTERED	440267	05/29/1979	TMA243477	04/18/1980	* - Sliding glass doors, windows, door screens, door grills, door frames, patio doors, french doors, and exterior doors.
CANADA	PEACHTREE DOORS AND WINDOWS	Weather Shield Mfg., Inc.	232113-314705	REGISTERED	1193097	10/08/2003	TMA649968	10/06/2005	* - Metallic sliding glass doors, windows, door screens, door frames, patio doors, french doors and exterior doors; sliding glass doors, windows, door grills, door frames, patio doors, french doors and exterior doors.
CANADA	SYMMETRY BALANCE SYSTEM	Weather Shield Mfg., Inc.	232116-332658	REGISTERED	1600240	10/30/2012	TMA873306	03/14/2014	* - An integral system for non-metal windows comprised of a jambliner insert and covers, a balance, and weather stripping
CANADA	TRICORE	Weather Shield Mfg., Inc.	232116-332659	REGISTERED	1600241	10/30/2012	TMA867114	12/11/2013	* - Non-metal window frames
CANADA	VISIONS	Weather Shield Mfg., Inc.	232116-314824	REGISTERED	1227098	08/16/2004	TMA644616	07/19/2005	* - Windows and doors made primarily from vinyl.
CANADA	WEATHER SHIELD ASPIRE SERIES	Weather Shield Mfg., Inc.	232116-332656	REGISTERED	1600655	11/01/2012	TMA874771	04/02/2014	* - Non-Metal windows, exterior entry doors and patio doors.
CANADA	WEATHER SHIELD LEGACY SERIES	Weather Shield Mfg., Inc.	232116-314817	REGISTERED	1096528	03/19/2001	TMA595525	11/24/2003	* - Aluminum clad windows.

Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
CANADA	WEATHER SHIELD LEGACY SERIES and Design 	Weather Shield Mfg., Inc.	232116-314813	REGISTERED	1096529	03/19/2001	TMA595585	11/24/2003	* - Aluminum clad wood windows. (2) Aluminum clad windows.
CANADA	WEATHER SHIELD MFG., INC. MEDFORD, WIS. ALL WEATHER PROTECTION - ALWAYS and Design 	Weather Shield Mfg., Inc.	232116-314872	REGISTERED	447281	11/28/1979	TMA330605	07/31/1987	* - Doors. ** - Windows.
CANADA	WEATHER SHIELD PREMIUM SERIES 	Weather Shield Mfg., Inc.	232116-332657	REGISTERED	1600238	10/30/2012	TMA878648	05/26/2014	* - Non-metal windows, exterior entry doors and patio doors
CANADA	WEATHER SHIELD SIGNATURE SERIES 	Weather Shield Mfg., Inc.	232116-332655	REGISTERED	1600239	10/30/2012	TMA878650	05/26/2014	* - Non-metal windows, exterior entry doors and patio doors
CANADA	WEATHER SHIELD WINDOWS AND DOORS SINCE 1955 and Design 	Weather Shield Mfg., Inc.	232116-314787	REGISTERED	1139205	04/30/2002	TMA587524	08/20/2003	* - Metal windows and doors and non-metal windows and doors. ** - Metal windows and doors and non-metal windows and doors.

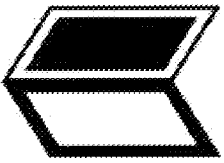
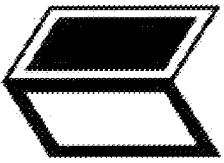
Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
CHINA	PEACHTREE DOORS AND WINDOWS	Weather Shield Mfg., Inc.	232113-314709	REGISTERED	4110902	06/09/2004	4110902	04/07/2009	19 - Sliding glass doors; windows; door grills; door frames; patio doors; French doors; exterior doors.
CHINA	PEACHTREE DOORS AND WINDOWS	Peachtree Doors and Windows, Inc. Assignment to Weather Shield Mfg., Inc. pending	232113-314711	REGISTERED	4110903	06/09/2004	4110903	08/14/2006	06 - Metallic sliding glass doors; windows, door screens; door frames; patio doors; French doors and exterior doors in International Class 06.
CHINA	PROSHIELD and Design	Weather Shield Mfg., Inc.	232116-314827	REGISTERED	960130797	11/02/1996	1142174	01/14/1998	19 - Windows made from a combination of wood and vinyl; doors made from a combination of wood and vinyl.
CHINA	VISIONS and Design	Weather Shield Mfg., Inc.	232116-314865	REGISTERED	960130798	11/02/1996	1142173	01/14/1998	19 - Windows made primarily from vinyl; doors made primarily from vinyl in Class 19
CHINA	WEATHER SHIELD (in Chinese characters)	Weather Shield Mfg., Inc.	232116-314788	REGISTERED	3492157	03/19/2003	3492157	04/14/2006	06 - Metal doors for buildings; metal windows for buildings.

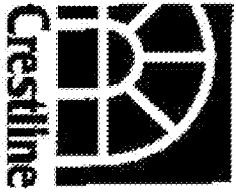
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Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
CHINA	WEATHER SHIELD MFG. and Design 	Weather Shield Mfg., Inc.	232116-314869	REGISTERED	960130799	11/02/1996	1146003	01/28/1998	19 - Windows made primarily from wood; doors made primarily from wood.
EUROPEAN UNION (CTM)	PROSHIELD and Design 	Weather Shield Mfg., Inc.	232116-314821	REGISTERED	399279	10/29/1996	399279	11/10/1998	06 - Windows and doors made principally of metallic materials; and parts and fittings therefor. 19 - Windows and doors made principally of non-metallic materials; and parts and fittings therefor. 37 - Repair services of windows and doors.
EUROPEAN UNION (CTM)	VISIONS & Design 	Weather Shield Mfg., Inc.	232116-314867	REGISTERED	399097	10/29/1996	399097	10/07/1998	6 - Windows and doors; metallic building materials; transportable buildings of metal. 19 - Windows and doors; non-metallic building materials. 37 - Repair and installation services of windows and doors; building and construction services.
EUROPEAN UNION (CTM)	WEATHER SHIELD LEGACY SERIES 	Weather Shield Mfg., Inc.	232116-314819	REGISTERED	2148013	03/20/2001	2148013	04/09/2002	06 - Aluminium clad windows.
EUROPEAN UNION (CTM)	WEATHER SHIELD LEGACY SERIES and Design 	Weather Shield Mfg., Inc.	232116-314811	REGISTERED	2147742	03/20/2001	2147742	05/10/2002	06 - Aluminium clad windows.

Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
EUROPEAN UNION (CTM)	WEATHER SHIELD MFG. and Design 	Weather Shield Mfg., Inc.	232116-314870	REGISTERED	399196	10/29/1996	399196	10/29/1998	6 - Windows and doors; metallic building materials; transportable buildings of metal. 19 - Windows and doors; non-metallic building materials. 37 - Repair and installation services of windows and doors; building and construction services.
JAPAN	WEATHER SHIELD MFG., INC. and Design 	Weather Shield Mfg., Inc.	232116-314775	REGISTERED	H01 -150908	12/27/1989	2337084	09/30/1991	6 - Metal furnishings 19 - Fittings (excluding those of metal).
JAPAN	WEATHER SHIELD MFG., INC. and Design 	Weather Shield Mfg., Inc.	232116-314775	REGISTERED	S63-087395	07/27/1988	2359433	12/25/1991	19 - Ceramic materials used exclusively for buildings, bricks and refractories; linoleum materials used exclusively for buildings; plastic materials used exclusively for buildings; synthetic materials used exclusively for buildings; asphalt and asphalt materials used exclusively for buildings or construction; rubber materials exclusively for buildings or construction; plasters; lime materials used exclusively for buildings or construction; gypsum materials used exclusively for buildings or construction; fiber nets for protection of falling rocks; prefabricated building sets (excluding those of metal); cement and its products; lumber; stone; glass for buildings; planter boards for prevention of landslides; window barriers with speaking grills; division marking tapes.

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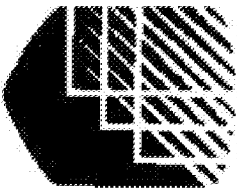
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SOUTH KOREA	PEACHTREE DOORS AND WINDOWS 	Weather Shield Mfg., Inc.	232113-314707	REGISTERED	40-2003-46573	10/23/2003	603446	12/21/2004	06 - Metallic sliding glass doors (composed of metal, plastic and/or wood); windows of metal (composed of metal, plastic and/or wood); door screens of metal (composed of metal, plastic and/or wood); door frames of metal (composed of metal, plastic and/or wood); patio doors of metal (composed of metal, plastic and/or wood); French doors of metal (composed of metal, plastic and/or wood); exterior doors of metal (composed of metal, plastic and/or wood) in International Class 06.
SOUTH KOREA	PROSHIELD and Design 	Weather Shield Mfg., Inc.	232116-314822	REGISTERED	96-48547	10/31/1996	406521	06/26/1998	06 - Windows of metal and doors of metal in Class 6. 19 - Windows not of metal and doors not of metal in Class 19.
SOUTH KOREA	WEATHER SHIELD WINDOWS & DOORS and Design	Weather Shield Mfg., Inc.	232116-314820	REGISTERED	40-1999-44103	11/19/1999	479394	10/20/2000	19 - Windows and doors made primarily from wood.

Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
TAIWAN	WEATHER SHIELD (ONLY) and Design	Weather Shield Mfg., Inc.	232116-314806	REGISTERED	77052648	11/17/1988	444867	06/01/1989	06 - Doors and windows, all types of windows and doors made of different materials, door frames and window frames, door leaves, waterproof linings, boards for expandable joint covers, water-stop strip for expandable joints, venetian blinds.
UNITED STATES	AVANTI	Weather Shield Mfg., Inc.	232113-314692	REGISTERED	73/043,699	02/07/1975	1,033,047	02/10/1976	19 - DOORS, DOOR FRAMES, DOOR SIDE PANELS AND THRESHOLDS
UNITED STATES	CRESTFIT	Weather Shield Mfg., Inc.	232115-314877	REGISTERED	75/202,452	11/22/1996	2,182,872	08/18/1998	19 - non-metal windows and doors
UNITED STATES	CRESTLINE	Weather Shield Mfg., Inc.	232115-314882	REGISTERED	74/448,478	10/14/1993	1,869,215	12/27/1994	06 - aluminum clad windows, skylights and doors 19 - wood windows, skylights, doors and vinyl clad windows
UNITED STATES	CRESTLINE ACCLAIM	Weather Shield Mfg., Inc.	232115-314893	REGISTERED	77/837,038	09/29/2009	3,851,456	09/21/2010	19 - Windows and doors primarily not of metal
UNITED STATES	CRESTLINE and Design	Weather Shield Mfg., Inc.	232115-314885	REGISTERED	74/342,378	12/21/1992	1,816,315	01/11/1994	06 - aluminum clad windows, skylights and doors 19 - wood windows, skylights, doors, and vinyl clad windows
UNITED STATES									
UNITED STATES	CRESTLINE SELECT	Weather Shield Mfg., Inc.	232115-314891	REGISTERED	76/459,342	10/18/2002	2,902,043	11/09/2004	06 - aluminum clad windows and doors 19 - non-metal windows and doors
UNITED STATES	CUSTOM SHIELD	Weather Shield Mfg., Inc.	232116-314839	REGISTERED	75/432,985	02/12/1998	2,278,950	09/21/1999	19 - WOOD REPLACEMENT WINDOWS
UNITED STATES	CUSTOM WOOD INTERIORS COLLECTION	Weather Shield Mfg., Inc.	232116-315372	REGISTERED	77/349,821	12/12/2007	3,559,885	01/13/2009	19 - TRIM FOR WINDOWS MADE PRIMARILY OF WOOD
UNITED STATES	EASycARE	Weather Shield Mfg., Inc.	232115-314889	REGISTERED	76/450,198	09/17/2002	2,761,351	09/09/2003	06 - ALUMINUM CLAD WINDOWS AND DOORS

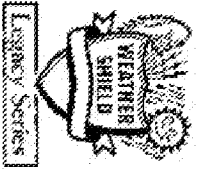
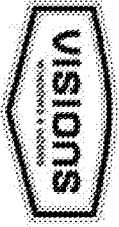
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UNITED STATES	EASYCARE	Weather Shield Mfg., Inc.	232115- 314890	REGISTERED	76/450,197	09/17/2002	2,792,667	12/09/2003	19 - WINDOWS AND DOORS OF WOOD
UNITED STATES	ENDURASHIELD	Weather Shield Mfg., Inc.	232116- 314863	REGISTERED	77/824,463	09/11/2009	3,848,827	09/14/2010	19 - Windows and doors primarily not of metal
UNITED STATES	HEMOCARE	Weather Shield Mfg., Inc.	232115- 314879	REGISTERED	75/934,528	02/29/2000	2,436,930	03/20/2001	36 - Warranty services-- namely, providing a warranty program to purchasers of its windows skylights and doors
UNITED STATES	IN ALL THE WORLD ONLY ONE	Weather Shield Mfg., Inc.	232116- 340653	REGISTERED	85/927,509	05/09/2013	4,689,277	02/17/2015	019 - non-metal windows and doors
UNITED STATES	LIFE GUARD	Weather Shield Mfg., Inc.	232116- 315963	REGISTERED	76/598,620	06/22/2004	3,025,613	12/13/2005	06 - METAL WINDOWS AND METAL DOORS
UNITED STATES	LIFEGUARD	Weather Shield Mfg., Inc.	232116- 314785	REGISTERED	76/392,739	04/09/2002	2,916,583	01/04/2005	06 - METAL WINDOWS AND METAL DOORS
UNITED STATES	Peach Design	Weather Shield Mfg., Inc.	232113- 314693	REGISTERED	73/484,450	06/11/1984	1,372,119	11/26/1985	06 - SLIDING GLASS DOORS, WINDOWS, DOOR SCREENS, DOOR FRAMES, PATIO DOORS, FRENCH DOORS, AND EXTERIOR DOORS ALL MADE PRIMARILY OF METAL
UNITED STATES		Weather Shield Mfg., Inc.	232113- 314686	REGISTERED	73/203,952	02/15/1979	1,139,621	09/16/1980	19 - SLIDING GLASS DOORS, WINDOWS, DOOR SCREENS, DOOR GRILLS, DOOR FRAMES, PATIO DOORS, FRENCH DOORS AND EXTERIOR DOORS
UNITED STATES	PEACHTREE	Weather Shield Mfg., Inc.	232113- 314696	REGISTERED	76/573,876	02/04/2004	2,924,868	02/08/2005	06 - METALLIC SLIDING GLASS DOORS, WINDOWS, DOOR SCREENS, DOOR FRAMES, PATIO DOORS, FRENCH DOORS, AND EXTERIOR DOORS

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Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
UNITED STATES	PEACHTREE DOORS AND WINDOWS	Weather Shield Mfg., Inc.	232113-314685	REGISTERED	73,483,076	06/01/1984	1,331,643	04/23/1985	06 - Metallic Sliding Glass Doors, Windows, Door Screens, Door Frames, Patio Doors, French Doors and Exterior Doors
UNITED STATES									19 - Sliding Glass Doors, Windows, Door Grills, Door Frames, Patio Doors, French Doors and Exterior Doors
UNITED STATES	PROCRRAFT	Weather Shield Mfg., Inc.	232115-314880	REGISTERED	75,202,693	11/22/1996	2,181,359	08/11/1998	19 - non-metal windows and doors
UNITED STATES	PROSHIELD	Weather Shield Mfg., Inc.	232116-314838	REGISTERED	75,432,962	02/12/1998	2,253,134	06/15/1999	19 - WOODEN WINDOWS AND DOORS
UNITED STATES	RAIN OR SNOW, LET IT BLOW	Weather Shield Mfg., Inc.	232116-340654	REGISTERED	85,927,505	05/09/2013	4,689,276	02/17/2015	019 - non-metal windows and doors
UNITED STATES	SEQUEL	Weather Shield Mfg., Inc.	232116-314852	REGISTERED	76,663,691	07/26/2006	3,477,113	07/29/2008	06 - WINDOWS AND DOORS PRIMARILY OF METAL
UNITED STATES									19 - WINDOWS AND DOORS PRIMARILY NOT OF METAL
UNITED STATES	Shield Design	Weather Shield Mfg., Inc.	232116-314856	REGISTERED	77,037,180	11/06/2006	3,389,483	02/26/2008	06 - WINDOWS AND DOORS PRIMARILY OF METAL
UNITED STATES									19 - WINDOWS AND DOORS PRIMARILY NOT OF METAL
UNITED STATES	SMARTQUOTE	Weather Shield Mfg., Inc.	232115-314892	REGISTERED	77,675,909	02/23/2009	3,682,692	09/15/2009	09 - COMPUTER SOFTWARE FOR USE BY DISTRIBUTORS OF WINDOWS AND DOORS FOR BUILDINGS TO CALCULATE QUOTATIONS FOR THE COST OF PRODUCTS OFFERED FOR SALE BY THE VENDORS
UNITED STATES									19 - Vinyl windows and doors
UNITED STATES	SYMMETRY	Weather Shield Mfg., Inc.	232113-314694	REGISTERED	76,298,470	08/10/2001	3,007,603	10/18/2005	
UNITED STATES	SYMMETRY BALANCE SYSTEM	Weather Shield Mfg., Inc.	232116-327507	ALLOWED	85,622,541	05/11/2012			19 -
UNITED STATES	TRICORE	Weather Shield Mfg., Inc.	232116-328150	ALLOWED	85,639,584	05/31/2012			19 -



Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
UNITED STATES	LETTER	Weather Shield Mfg., Inc.	232115- 314875	REGISTERED	73/693,970	11/04/1987	1,515,399	12/06/1988	19 - WOOD WINDOWS AND WOOD PATIO DOORS
UNITED STATES	VISIONS	Weather Shield Mfg., Inc.	232116- 314835	REGISTERED	75/207,583	12/03/1996	2,283,598	10/05/1999	19 - windows and doors made primarily of vinyl
UNITED STATES	VISIONS 1000	Weather Shield Mfg., Inc.	232116- 314842	REGISTERED	76/252,845	05/07/2001	2,599,352	07/23/2002	19 - VINYL WINDOWS
UNITED STATES	VISIONS 2000	Weather Shield Mfg., Inc.	232116- 314836	REGISTERED	75/432,957	02/12/1998	2,255,227	06/22/1999	19 - NON-METALLIC VINYL WINDOWS AND DOORS
UNITED STATES	VISIONS 3000	Weather Shield Mfg., Inc.	232116- 314849	REGISTERED	77/125,982	03/08/2007	3,343,218	11/27/2007	19 - WINDOWS AND DOORS MADE PRIMARILY NOT OF METAL
UNITED STATES	VISIONS WINDOWS & DOORS and Design	Weather Shield Mfg., Inc.	232116- 314862	REGISTERED	77/305,821	10/17/2007	3,452,952	06/24/2008	19 - Windows and doors primarily not of metal
UNITED STATES	WEATHER SHIELD	Weather Shield Mfg., Inc.	232116- 314873	REGISTERED	75/148,769	08/12/1996	2,085,821	08/05/1997	06 - metal windows and doors 19 - non-metal windows and doors
UNITED STATES	WEATHER SHIELD ASPIRE SERIES	Weather Shield Mfg., Inc.	232116- 328151	REGISTERED	85/638,046	05/30/2012	4,381,049	08/06/2013	019 - non-metal windows and doors
UNITED STATES	WEATHER SHIELD COLLECTIONS	Weather Shield Mfg., Inc.	232116- 314850	REGISTERED	76/663,694	07/26/2006	3,572,961	02/10/2009	19 - WINDOWS AND DOORS PRIMARILY NOT OF METAL
UNITED STATES	WEATHER SHIELD LEGACY SERIES	Weather Shield Mfg., Inc.	232116- 314781	REGISTERED	75/609,235	12/16/1998	2,525,571	01/01/2002	06 - ALUMINIUM CLAD WINDOWS
UNITED STATES	WEATHER SHIELD LEGACY SERIES and Design	Weather Shield Mfg., Inc.	232116- 314783	REGISTERED	75/863,241	12/03/1999	2,404,149	11/14/2000	06 - ALUMINIUM CLAD WOOD WINDOWS






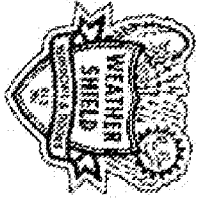
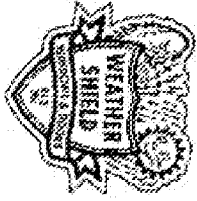

Country	Mark	Owner Name	Ref#	Status	App#	File Date	Reg#	Reg Date	Description Combined
UNITED STATES	 WEATHER SHIELD MFG, INC. MEDFORD, WIS. and Design	Weather Shield Mfg., Inc.	232116- 314832	REGISTERED	73/225,627	08/01/1979	1,166,521	08/25/1981	19 - Windows and Doors
UNITED STATES	 WEATHER SHIELD PREMIUM SERIES	Weather Shield Mfg., Inc.	232116- 328911	REGISTERED	85/664,082	06/28/2012	4,381,121	08/06/2013	019 - non-metal windows and doors
UNITED STATES	 WEATHER SHIELD SIGNATURE SERIES	Weather Shield Mfg., Inc.	232116- 327506	REGISTERED	85/622,540	05/11/2012	4,385,209	08/13/2013	019 - Non-metal windows and doors
UNITED STATES	 WEATHER SHIELD WINDOWS & DOORS SINCE 1955 and Design	Weather Shield Mfg., Inc.	232116- 315370	REGISTERED	76/311,755	09/13/2001	2,656,163	12/03/2002	06 - METAL WINDOWS AND DOORS 19 - NON-METAL WINDOWS AND DOORS
UNITED STATES	 WOOD SHIELD	Weather Shield Mfg., Inc.	232116- 358330	PENDING	86/297,512	06/02/2014			19 -
UNITED STATES	 ZO-E-SHIELD THE WORLD'S BEST ENERGY GLASS and Design	Weather Shield Mfg., Inc.	232116- 314855	REGISTERED	76/664,755	08/18/2006	3,389,392	02/26/2008	06 - WINDOWS AND DOORS PRIMARILY OF METAL 19 - WINDOWS AND DOORS PRIMARILY NOT OF METAL

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JULY 8, 2015, EXECUTED BY WEATHER SHIELD MFG., INC., A WISCONSIN CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, WEATHER SHIELD MFG., INC., a Wisconsin corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of July 8, 2015 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on July 8, 2015.

WEATHER SHIELD MFG., INC.

By: _____

Name: _____

Title: _____