

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498181

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Collateral Agreement
RESUBMIT DOCUMENT ID:	900469072

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
V-T Industries, Inc.		09/27/2018	Corporation: DELAWARE
VTI Architectural Products, Inc.		09/27/2018	Corporation: IOWA
Eggers Division, LLC		09/27/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	13625 California Street, 2nd FL
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68154-5246
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4271528	VALENCIA
Registration Number:	4437592	ORA
Registration Number:	4457850	BARCELONA
Registration Number:	4480376	VT INDUSTRIES
Registration Number:	4480377	VT INDUSTRIES DIMENSIONS
Registration Number:	4520073	GENEVA
Registration Number:	4671845	VTONLINE
Registration Number:	4675113	CAPTURE COLLECTION
Registration Number:	4725368	VT INDUSTRIES GEOSCAPES
Registration Number:	4841018	MARBELLA
Registration Number:	4054783	EIDOOOR
Registration Number:	5387726	PYROFORCE
Registration Number:	2838806	SUPA
Registration Number:	3118053	THE END OF THE BORING DOOR

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.

Email: michael.barys@clarivate.com**Correspondent Name:** Nancy A. Zarazua**Address Line 1:** 111 West Monroe Street**Address Line 2:** Chapman and Cutler LLP**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy A. Zarazua
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	11/14/2018
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Total Attachments: 9

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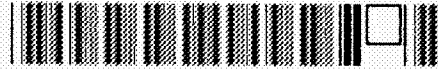
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

November 13, 2018

PTAS

NANCY A. ZARAZUA
111 WEST MONROE STREET
CHAPMAN AND CUTLER LLP
CHICAGO, IL 60603



900469072

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted has been non-recorded due to a customer request to stop processing this transaction.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, December 13, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900469072
Access Code: COHCE2H9DLY1RRR

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LANAI BUTLER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493010

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Collateral Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
V-T Industries, Inc.		09/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	13625 California Street, 2nd FL		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154-5246		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4271528	VALENCIA	
Registration Number:	4437592	ORA	
Registration Number:	4457850	BARCELONA	
Registration Number:	4480376	VT INDUSTRIES	
Registration Number:	4480377	VT INDUSTRIES DIMENSIONS	
Registration Number:	4520073	GENEVA	
Registration Number:	4671845	VTONLINE	
Registration Number:	4675113	CAPTURE COLLECTION	
Registration Number:	4725368	VT INDUSTRIES GEOSCAPES	
Registration Number:	4841018	MARBELLA	
Registration Number:	4054783	EIDOOOR	
Registration Number:	5387726	PYROFORCE	
Registration Number:	2838806	SUPA	
Registration Number:	3118053	THE END OF THE BORING DOOR	
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>			
Email: michael.barys@clarivate.com			

OP \$365.00 4271528

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.

<p>1. Name of conveying party(ies):</p> <p>V-T Industries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Bank, National Association</u></p> <p>Street Address: <u>13625 California Street, 2nd FL</u></p> <p>City: <u>Omaha</u></p> <p>State: <u>Nebraska</u></p> <p>Country: <u>USA</u> Zip: <u>68154-5246</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>National Banking Association</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 27, 2018

Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

<p>A. Trademark Application No.(s) Text</p> <p>See Schedule A</p>	<p>B. Trademark Registration No.(s)</p> <p>See Schedule A</p>
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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: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved: 14

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: Nancy A. Zarazua for Chapman and Cutler LLP October 4, 2018

Signature Date

Nancy A. Zarazua, Paralegal

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

1. Name of conveying party(ies) (cont.)

VTI Architectural Products, Inc., and Iowa corporation

Eggers Division, LLC, a Delaware limited liability company

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2018, each of V-T Industries, Inc., a Delaware corporation, Eggers Division, LLC, a Delaware limited liability company, and VTI Architectural Products, Inc., an Iowa corporation (collectively, the “Debtors” and each, a “Debtor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Wells Fargo Bank, National Association, and its successors and assigns (“Bank”), and grants to Bank, a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of such Debtor as set out in that certain Security Agreement: Business Assets bearing even date herewith by and among the Debtors, the other parties from time to time party thereto and Bank, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Bank of any applications by any Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as any Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Bank on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Bank.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Bank with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Nebraska without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

V-T INDUSTRIES, INC.

By: 

Name: Douglas Clausen

Title: President

EGGERS DIVISION, LLC

By: 

Name: Douglas Clausen

Title: President

VTI ARCHITECTURAL PRODUCTS, INC.

By: 

Name: Douglas Clausen

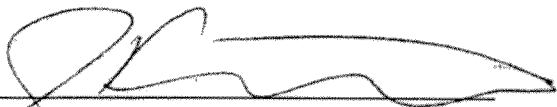
Title: President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006483 FRAME: 0744

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By 
Name: Joseph Finnegan
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006483 FRAME: 0745

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

GRANTOR	MARKS	REG. NO.	GRANTED
V-T Industries, Inc.	VALENCIA	4,271,528	January 8, 2013
V-T Industries, Inc.	ORA	4,437,592	November 19, 2013
V-T Industries, Inc.	BARCELONA	4,457,850	December 31, 2013
V-T Industries, Inc.	VT INDUSTRIES (and Design)	4,480,376	February 11, 2014
V-T Industries, Inc.	VT INDUSTRIES DIMENSIONS and Design)	4,480,377	February 11, 2014
			
V-T Industries, Inc.	GENEVA	4,520,073	April 29, 2014
V-T Industries, Inc.	VTONLINE	4,671,845	January 13, 2015
V-T Industries, Inc.	CAPTURE COLLECTION	4,675,113	January 20, 2015
V-T Industries, Inc.	VT INDUSTRIES GEOSCAPES (and Design)	4,725,368	April 21, 2015
			
V-T Industries, Inc.	MARBELLA	4,841,018	October 27, 2015
Eggers Division, LLC	EIDOOOR	4,054,783	November 15, 2011
V-T Industries, Inc.	PYROFORCE	5,387,726	January 23, 2018
VTI Architectural Products, Inc.	SUPA	2,838,806	May 4, 2004
VTI Architectural Products, Inc.	THE END OF THE BORING DOOR	3,118,053	July 18, 2006