

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weather Shield Mfg., Inc.		06/30/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe		
Internal Address:	20 West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	1331643	PEACHTREE DOORS AND WINDOWS	
Registration Number:	1139621	PEACHTREE	
Registration Number:	2924868	PEACHTREE	
Registration Number:	2436930	HOMECARE	
Registration Number:	1869215	CRESTLINE	
Registration Number:	1816315	CRESTLINE	
Registration Number:	2761351	EASYCARE	
Registration Number:	2792667	EASYCARE	
Registration Number:	2525571	WEATHER SHIELD LEGACY SERIES	
Registration Number:	2404149	WEATHER SHIELD LEGACY SERIES	
Registration Number:	2916583	LIFEGUARD	
Registration Number:	1166521	WEATHER SHIELD MFG, INC. MEDFORD, WIS.	
Registration Number:	2283598	VISIONS	
Registration Number:	2599352	VISIONS 1000	
Registration Number:	3452952	VISIONS WINDOWS & DOORS	
Registration Number:	2085821	WEATHER SHIELD	
Registration Number:	2656163	WEATHER SHIELD WINDOWS & DOORS SINCE 195	
Registration Number:	4385209	WEATHER SHIELD SIGNATURE SERIES	

OP \$640.00 1331643

Property Type	Number	Word Mark
Registration Number:	4748285	SYMMETRY BALANCE SYSTEM
Registration Number:	4748293	TRICORE
Registration Number:	4381049	WEATHER SHIELD ASPIRE SERIES
Registration Number:	4381121	WEATHER SHIELD PREMIUM SERIES
Registration Number:	4689277	IN ALL THE WORLD ONLY ONE
Registration Number:	4689276	RAIN OR SNOW, LET IT BLOW
Registration Number:	4923442	WOOD SHIELD

CORRESPONDENCE DATA

Fax Number: 6082832275

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: 608-257-3501

Email: kateelin@michaelbest.com

Correspondent Name: Kelly Teelin

Address Line 1: 1 S. Pinckney St.

Address Line 2: Ste. 700

Address Line 4: Madison, WISCONSIN 53703

NAME OF SUBMITTER:	Kelly Teelin
SIGNATURE:	/s/ Kelly Teelin
DATE SIGNED:	07/10/2020

Total Attachments: 8

source=Trademark Security Agreement - Executed -- 28489006 v1#page1.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page2.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page3.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page4.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page5.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page6.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page7.tif
source=Trademark Security Agreement - Executed -- 28489006 v1#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of June 30, 2020, is made by WEATHER SHIELD MFG., INC., a Wisconsin corporation (the “**Grantor**”), in favor of BMO HARRIS BANK N.A., a national banking association (the “**Lender**”).

WHEREAS, Grantor has entered into a Credit and Security Agreement, dated as of even date herewith (the “**Credit Agreement**”), with the Lender and the guarantors from time to time parties thereto (the “**Guarantors**”); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender a first-priority security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Lender a first-priority security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the trademark registrations and applications listed on Schedule 1 attached hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and

(d) any and all claims and causes of action, with respect to any of the Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule.

7. Notices. All written notices and other communications required hereunder shall be sent to addresses as set forth in the Credit Agreement.

[Signature Page Follows]

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

WEATHER SHIELD MFG., INC.

By: 

Name: Mark A. Schield

Title: President

BMO HARRIS BANK N.A.

By: _____

Name: Steven Teufel

Title: Vice President

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 006995 FRAME: 0970

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

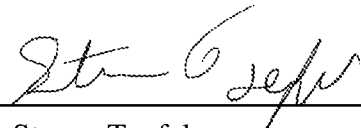
WEATHER SHIELD MFG., INC.

By: _____

Name: Mark A. Schield

Title: President

BMO HARRIS BANK N.A.

By:  _____

Name: Steven Teufel

Title: Vice President

Schedule 1



Trademarks

See attached.

[Schedule 1 – Trademark Security Agreement]

TRADEMARK
REEL: 006995 FRAME: 0972




OWNED TRADEMARK/TRADE NAMES:

Country	Mark	Owner Name	Reff#	App#	File Date	Reg#	Reg Date
CANADA	PEACHTREE DOORS AND WINDOWS	Weather Shield Mfg., Inc.	232113-314705	1193097	10/8/2003	TMA649968	10/6/2005
CANADA	PEACHTREE	Weather Shield Mfg., Inc.	232113-314712	440268	5/29/1979	TMA243454	4/18/1980
CANADA	PEACHTREE DOOR	Weather Shield Mfg., Inc.	232113-314714	440267	5/29/1979	TMA243477	4/18/1980
CANADA	CITADEL	Weather Shield Mfg., Inc.	232113-314716	406278	1/18/1977	TMA232159	3/16/1979
CANADA	WEATHER SHIELD WINDOWS AND DOORS SINCE 1955 and Design 	Weather Shield Mfg., Inc.	232116-314787	1139205	4/30/2002	TMA587524	8/20/2003
CANADA	VISIONS	Weather Shield Mfg., Inc.	232116-314824	1227098	8/16/2004	TMA644616	7/19/2005
CANADA	WEATHER SHIELD SIGNATURE SERIES	Weather Shield Mfg., Inc.	232116-332655	1600239	10/30/2012	TMA878650	5/26/2014
CANADA	WEATHER SHIELD ASPIRE SERIES	Weather Shield Mfg., Inc.	232116-332656	1600655	11/1/2012	TMA874771	4/2/2014
CANADA	WEATHER SHIELD PREMIUM SERIES	Weather Shield Mfg., Inc.	232116-332657	1600238	10/30/2012	TMA878648	5/26/2014
CANADA	SYMMETRY BALANCE SYSTEM	Weather Shield Mfg., Inc.	232116-332658	1600240	10/30/2012	TMA873306	3/14/2014
CANADA	TRICORE	Weather Shield Mfg., Inc.	232116-332659	1600241	10/30/2012	TMA867114	#####
CANADA	WEATHER SHIELD	Weather Shield Mfg., Inc.	232116-393328	1782153	5/13/2016	TMA987366	#####
EUROPEAN UNION (EUTM & RCD)	WEATHER SHIELD LEGACY SERIES and Design 	Weather Shield Mfg., Inc.	232116-314811	2147742	3/20/2001	2147742	5/10/2002

[Schedule 1 – Trademark Security Agreement]

EUROPEAN UNION (EUTM & RCD)	WEATHER SHIELD LEGACY SERIES	Weather Shield Mfg., Inc.	232116-314819	2148013	3/20/2001	2148013	4/9/2002
JAPAN	WEATHER SHIELD MFG., INC. and Des' 	Weather Shield Mfg., Inc.	232116-314775	S63-087395	7/27/1988	2359433	#####
JAPAN	WEATHER SHIELD MFG., INC. and Design	Weather Shield Mfg., Inc.	232116-314777	H01-150908	12/27/1989	2337084	9/30/1991
SOUTH KOREA	WEATHER SHIELD WINDOWS & DOORS and Design	Weather Shield Mfg., Inc.	232116-314820	40-1999-44103	11/19/1999	479394	#####
UNITED STATES	PEACHTREE DOORS AND WINDOWS	Weather Shield Mfg., Inc.	232113-314685	73/483,076	6/1/1984	1,331,643	4/23/1985
UNITED STATES	PEACHTREE	Weather Shield Mfg., Inc.	232113-314686	73/203,952	2/15/1979	1,139,621	9/16/1980
UNITED STATES	PEACHTREE	Weather Shield Mfg., Inc.	232113-314696	76/573,876	2/4/2004	2,924,868	2/8/2005
UNITED STATES	HOMECARE	Weather Shield Mfg., Inc.	232115-314879	75/934,528	2/29/2000	2,436,930	3/20/2001
UNITED STATES	CRESTLINE	Weather Shield Mfg., Inc.	232115-314882	74/448,478	10/14/1993	1,869,215	#####
UNITED STATES	CRESTLINE and Design 	Weather Shield Mfg., Inc.	232115-314885	74/342,378	12/21/1992	1,816,315	1/11/1994
UNITED STATES	EASycARE	Weather Shield Mfg., Inc.	232115-314889	76/450,198	9/17/2002	2,761,351	9/9/2003
UNITED STATES	EASycARE	Weather Shield Mfg., Inc.	232115-314890	76/450,197	9/17/2002	2,792,667	12/9/2003
UNITED STATES	WEATHER SHIELD LEGACY SERIES	Weather Shield Mfg., Inc.	232116-314781	75/609,235	12/16/1998	2,525,571	1/1/2002
UNITED STATES	WEATHER SHIELD LEGACY SERIES and Design 	Weather Shield Mfg., Inc.	232116-314783	75/863,241	12/3/1999	2,404,149	#####
UNITED STATES	LIFEGUARD	Weather Shield Mfg., Inc.	232116-314785	76/392,739	4/9/2002	2,916,583	1/4/2005

[Schedule 1 – Trademark Security Agreement]

UNITED STATES	WEATHER SHIELD MFG, INC. MEDFORD, WIS. and Design 	Weather Shield Mfg., Inc.	232116- 314832	73/225,627	8/1/1979	1,166,521	8/25/1981
UNITED STATES	VISIONS	Weather Shield Mfg., Inc.	232116- 314835	75/207,583	12/3/1996	2,283,598	10/5/1999
UNITED STATES	VISIONS 1000	Weather Shield Mfg., Inc.	232116- 314842	76/252,845	5/7/2001	2,599,352	7/23/2002
UNITED STATES	VISIONS WINDOWS & DOORS and De: 	Weather Shield Mfg., Inc.	232116- 314862	77/305,821	10/17/2007	3,452,952	6/24/2008
UNITED STATES	WEATHER SHIELD	Weather Shield Mfg., Inc.	232116- 314873	75/148,769	8/12/1996	2,085,821	8/5/1997
UNITED STATES	WEATHER SHIELD WINDOWS & DOORS SINCE 1955 and Design 	Weather Shield Mfg., Inc.	232116- 315370	76/311,755	9/13/2001	2,656,163	12/3/2002
UNITED STATES	WEATHER SHIELD SIGNATURE SERIES	Weather Shield Mfg., Inc.	232116- 327506	85/622,540	5/11/2012	4,385,209	8/13/2013
UNITED STATES	SYMMETRY BALANCE SYSTEM	Weather Shield Mfg., Inc.	232116- 327507	85/622,541	5/11/2012	4,748,285	6/2/2015
UNITED STATES	TRICORE	Weather Shield Mfg., Inc.	232116- 328150	85/639,584	5/31/2012	4,748,293	6/2/2015
UNITED STATES	WEATHER SHIELD ASPIRE SERIES	Weather Shield Mfg., Inc.	232116- 328151	85/638,046	5/30/2012	4,381,049	8/6/2013
UNITED STATES	WEATHER SHIELD PREMIUM SERIES	Weather Shield Mfg., Inc.	232116- 328911	85/664,082	6/28/2012	4,381,121	8/6/2013
UNITED STATES	IN ALL THE WORLD ONLY ONE	Weather Shield Mfg., Inc.	232116- 340653	85/927,509	5/9/2013	4,689,277	2/17/2015
UNITED STATES	RAIN OR SNOW, LET IT BLOW	Weather Shield Mfg., Inc.	232116- 340654	85/927,505	5/9/2013	4,689,276	2/17/2015
UNITED STATES	WOOD SHIELD	Weather Shield Mfg., Inc.	232116- 358330	86/297,512	6/2/2014	4,923,442	3/22/2016

TRADEMARK LICENSES; GRANTOR AS LICENSOR: NONE

TRADEMARK LICENSES; GRANTOR AS LICENSEE: NONE

[Schedule 1 – Trademark Security Agreement]