

11/6/09

11-09-2009



103580147

To the Director of the U. S. Patent and Trademark Office
Comments or the new address(es) below.

1. Name of conveying party(ies):
Trex Company, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

Name(s) of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Branch Banking and Trust Company, Collateral Agent
Internal Address: _____
Address: _____
Street Address: 200 West Second Street
City: Winston-Salem
State: North Carolina
Country: USA Zip: 27101

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship North Carolina
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 4, 2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No. (s)
77731554; 77476266; 77702789; 77607920

B. Trademark Registration No. (s)
1881449; 2937507; 1938516; 2325943; 2259151; 2907741; 2470104;
2538495; 3482752; 2945585; 3052208;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Trex; Trex; Trex (Stylized); Trex Easy Care Decking; Easy Care Decking; Trexpro; Trex Wood Polymer;
The Deck of a Lifetime; Trex Origins; Trex Accents; Trex Express Installation System;

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Vinyard
Internal Address: c/o Troutman Sanders LLP
Street Address: 1001 Haxall Point
City: Richmond
State: Virginia Zip: 23219
Phone Number: 804-697-1249
Fax Number: 804-698-5126
Email Address: chris.vinyard@troutmansanders.com

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 740.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

11/06/2009 MJAMA1 00000022 77731554
Deposit Account Number 01 PC:8521 40.00 OP
Authorized User Name 02 FC:8522 700.00 OP

9. Signature: J.E. Clive Signature Date 11/4/09
J.E. Clive UP and CFO Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment 1
to Recordation Form Cover Sheet (Trademark Only)

(Continuation of Item 4)

Part B – Trademark Registration Nos. (14 additional):

3025346; 3218419; 3300677; 3441917; 3442097; 3475336; 3528844; 3648615; 3656162;
3050069; 3182562; 3063223; 3191743; 3687228

Part C - Identification of Trademarks (14 additional):

Create Your Space; Trex Designer Series Railing; Trex Contours; Fire Defense; Trex Escapes;
Trex Trim; Trex Hideaway; Surroundings; Smoothedge; Brasilia; Trex Artisan Series Railing;
Deckscape; Seclusions; Trex Profiles

IP SECURITY AGREEMENT
(TRADEMARKS)

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 4th day of November, 2009, by and between **TREX COMPANY, INC.**, a Delaware corporation (the "Debtor"); and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, as Collateral Agent for the Secured Parties (as hereinafter defined) (together with its successors and assigns, and any successor Collateral Agent under the Credit Agreement, the "Collateral Agent").

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement dated as of November 4, 2009 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Debtor, the lenders from time to time party thereto (collectively, the "Lenders"), Branch Banking and Trust Company, as Administrative Agent and Letter of Credit Issuer, and BB&T Capital Markets, as Lead Arranger. The Debtor and the Collateral Agent are also parties to an Amended and Restated Security Agreement dated as of November 4, 2009 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, the Debtor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in, lien on and right of set-off against, all of the Debtor's right, title and interest in and to the United States trademarks and trademark applications described on Schedule 1 attached hereto and made a part hereof, to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement).

This IP Security Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than Virginia are governed by the laws of such jurisdiction.


This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Debtor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signatures begin on following page]


IN WITNESS WHEREOF, the Debtor and the Collateral Agent have caused this IP Security Agreement to be duly executed by their duly authorized officers, all as of the date first above written.

TREX COMPANY, INC.

By:  (SEAL)
Name: James E. Cline
Title: Vice President and
Chief Financial Officer

[Signatures continue on following page]

**BRANCH BANKING AND TRUST
COMPANY,**
as Collateral Agent

By:  (SEAL)
Name: Greg Drabik
Title: Vice President

#1875764v2
204750.394

SCHEDULE 1 TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS

1. Trex

Country	Registration No.
US	1881449
US	2937507
US	1938516
Trex (Stylized)	

2. Trex Easy Care Decking

Country	Registration No.
US	2325943

3. Easy Care Decking

Country	Registration No.
US	2259151

4. Trexpro

Country	Registration No.
US	2907741

5. Trex Wood Polymer

Country	Registration No.
US	2470104

6. The Deck of a Lifetime

Country	Registration No.
US	2538495

7. Trex Origins

Country	Registration No.
US	3482752

8. Trex Accents

Country	Registration No.
US	2945585

9. Trex Express Installation System

Country	Registration No.
US	3052208

10. Create Your Space

Country	Registration No.
US	3025346

11. Trex Designer Series Railing

Country	Registration No.
US	3218419

12. Trex Contours

Country	Registration No.
US	3300677

13. Fire Defense

Country	Registration No.
US	3441917

14. Trex Escapes

Country	Registration No.
US	3442097

15. Trex Trim

Country	Registration No.
US	3475336

16. Trex Hideaway

Country	Registration No.
US	3528844

17. Surroundings

Country	Registration No.
US	3648615

18. Smoothedge

Country	Registration No.
US	3656162

19. Brasilia

Country	Registration No.
US	3050069

20. Trex Artisan Series Railing

Country	Registration No.
US	3182562

21. Deckscapes

Country	Registration No.
US	3063223

22. Seclusions

Country	Registration No.
US	3191743

23. Trex Profiles

Country	Registration No.
US	3687228

TRADEMARK APPLICATIONS

1. Transcend

Country	Serial No.
US	77731554

2. Trex Expressions

Country	Serial No.
US	77476266

3. Trex: The Responsible Choice

Country	Serial No.
US	77702789

4. Backyard Envy

Country	Serial No.
US	77607920