U.S. DEPARTMENT OF COMMERCE O-1594 (Rev. 01-09) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. 02/28/20 11-09-2009 To the Director of the U.S. Patent and uments or the new address(es) below. 103580147 1. Name of conveying party(ies): s of receiving party(ies) ☐ Yes Additional names, addresses, or citizenship attached? ☐ No Trex Company, Inc. Name: Branch Banking and Trust Company, Collateral Agent Association Individual(s) Address: General Partnership Limited Partnership Street Address: 200 West Second Street X Corporation- State: Delaware City: Winston-Salem Other State: North Carolina Citizenship (see guidelines) Country: USA Zip: 27101 Additional names of conveying parties attached? Association Citizenship General Partnership Citizenship ___ 3. Nature of conveyance)/Execution Date(s): Limited Partnership Citizenship _ Execution Date(s) November 4, 2009 Corporation Citizenship North Carolina Assignment Merger Other Citizenship Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes Other (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) 1881449; 2937507; 1938516; 2325943; 2259151; 2907741; 2470104; A. Trademark Application No.(s) 2538495; 3482752; 2945585; 3052208; 77731554: 77476266: 77702789: 77607920 Additional sheet(s) attached? | Yes | 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 6. Total number of applications and concerning document should be mailed: 29 registrations involved: Name: Christopher E. Vinyard \$ 740.00 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Internal Address: c/o Troutman Sanders LLP Authorized to be charged to deposit account Street Address: 1001 Haxall Point X Enclosed 8. Payment Information: City: Richmond Zip:<u>23219</u> State: Virginia 00000022 77731554 11/06/2009 MJAMA1 Phone Number: 804-697-1249 Deposit Acqqupt Ngmber __ 40.00 OP

> 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

Cline

Name of Person Signing

Fax Number: 804-698-5126

9. Signature:

Email Address: chris.vinyard@troutmansanders.com

Authorized User Name

UPANACFO Total number of pages including cover

sheet, attachments, and document:

700.00 OP

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; Deckscapes; Seclusions; Trex Profiles

TRADEMARK REEL: 004094 FRAME: 0208

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 <u>Schedule 1</u> 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]

TRADEMARK REEL: 004094 FRAME: 0209 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: Vames E. Cline
Title: Vice President and
Chief Financial Officer

[Signatures continue on following page]

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BRANCH BANKING AND TRUST COMPANY,

(SEAL)

as Collateral Agent

By: / Just Duckelle

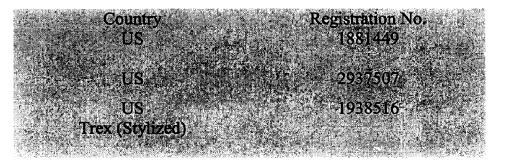
Name: Greg Drabik
Title: Vice President

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SCHEDULE 1 TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS

1. Trex



2. Trex Easy Care Decking

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4. Trexpro

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5. Trex Wood Polymer

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6. The Deck of a Lifetime

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7. Trex Origins

8. Trex Accents

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9. Trex Express Installation System

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10. Create Your Space

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11. Trex Designer Series Railing

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12. Trex Contours

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13. Fire Defense

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14. Trex Escapes

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15. Trex Trim

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16. Trex Hideaway

17. Surroundings

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18. Smoothedge

19. Brasilia

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20. Trex Artisan Series Railing

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21. Deckscapes

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23. Trex Profiles

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TRADEMARK APPLICATIONS

1. Transcend

2. Trex Expressions

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3. Trex: The Responsible Choice

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