TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A. (as successor by merger to Wachovia Bank, N.A.)		102/18/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AZEK Building Products, Inc.
Street Address:	888 N. Keyser Avenue
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18504
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2696724	AZEK
Registration Number:	3068158	AZEK
Registration Number:	1458348	CELTEC
Registration Number:	3121847	ONCE YOU LOOK, IT'S ALL YOU'LL SEE
Registration Number:	3186396	ULTRA WHITE
Registration Number:	1821342	VINTEC
Serial Number:	77319059	AZEK DECK
Serial Number:	77319029	AZEK MOULDING
Serial Number:	77319019	AZEK TRIM
Serial Number:	77225010	PROCELL

CORRESPONDENCE DATA

Fax Number: (212)859-4000

TRADEMARK REEL: 004484 FRAME: 0572

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-859-8000

Email: Alexander.Kim@ffhsj.com,teas@ffhsj.com

Correspondent Name: Alexander M. Kim
Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	31517-14
NAME OF SUBMITTER:	Alexander M. Kim
Signature:	/AMK/
Date:	02/23/2011

Total Attachments: 3

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> TRADEMARK REEL: 004484 FRAME: 0573

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of February 18, 2011, is made by Wells Fargo Bank, National Association, as successor-by-merger to Wachovia Bank, National Association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), in favor of AZEK Building Products, Inc., a Delaware corporation ("Grantor").

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of February 13, 2008, by and among Agent, certain lender parties thereto (the "Lenders"), Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; all defined terms not otherwise defined in this Release shall have the meanings sets forth in the Loan Agreement and the other Financing Agreements);

WHEREAS, pursuant to the transactions contemplated under the Loan Agreement, Agent and Grantor entered into that certain Trademark Security Agreement, dated as of February 13, 2008 (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to Agent a continuing security interest in and a general lien upon the Trademark Collateral (as defined therein), which Trademark Security Agreement was filed and recorded with the United States Patent and Trademark Office;

WHEREAS, Agent wishes to release and restore to Grantor all right, title, and interest of Agent in and to the Trademark Collateral, and to terminate and dissolve any and all security interests, liens and encumbrances respecting the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent agrees as follows:

- 1. Agent hereby irrevocably releases, discharges, relinquishes, terminates and assigns unto Grantor any and all of Agent's right, title, and interest, including the security interest and general lien granted by Grantor to Agent, in and to the Trademark Collateral, including, without limitation, those listed on Schedule A, attached hereto.
- 2. Agent acknowledges and agrees that the Trademark Security Agreement, and any and all obligations of Grantor thereunder, and any and all powers of attorney granted by Grantor to Agent thereunder, are hereby irrevocably and completely terminated.

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- 3. Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States record this Release with the United States Patent and Trademark Office.
- 4. This Release shall be binding upon Agent's legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned, by and through its respective authorized officer, has caused this instrument to be duly executed as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION (successor-by-merger to Wachovia Bank, National Association), as Existing Agent

> By: Man J Sreed Name: Man J: Breed Title: Senior Via Produk

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Schedule A Trademark Collateral

<u>Trademark</u>	Registration <u>Number</u>	Registration <u>Date</u>
AZEK	2,696,724	3/11/2003
AZEK	3,068,158	3/14/2006
CELTEC	1,458,348	9/22/1987
ONCE YOU LOOK, IT'S ALL YOU'LL SEE	3,121,847	7/25/2006
ULTRA WHITE	3,186,396	12/19/2006
VINTEC	1,821,342	2/15/1994

Trademark	Application/Serial Number	Application Date
Application Application	Number	Date
AZEK DECK	77/319,059	11/1/2007
AZEK MOULDING	77/319,029	11/1/2007
AZEK TRIM	77/319,019	11/1/2007
PROCELL	77/225,010	7/9/2007

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