

01/12/2012

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)



U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

REC-103639064  
**TRADEMARKS ONLY**

01/12/12

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Trex Company, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Branch Banking and Trust Company, as collateral agent

Internal

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) January 6, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

**A. Trademark Application No.(s)**

85-305,741; 85-232,998; 85-392,206; 85-376,445; 85-476,787

**B. Trademark Registration No.(s)**

3,862,086; 3,927,184; 3,982,773; 4,004,005; 4,050,305; 3,773,349; 4,077,639

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: Christopher E. Vinyard, Esquire

Internal Address: \_\_\_\_\_

Street Address: Troutman Sanders LLP  
1001 Haxall Point

City: Richmond

State: VA 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:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number 01/12/2012 LMARTIN 00000002 3862086

Authorized User Name 01 FC:0521

**9. Signature:**

*[Handwritten Signature]*  
Signature  
*[Handwritten Signature]*  
Name of Person Signing

1/6/12  
Date

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



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

**IP SECURITY AGREEMENT**  
**(TRADEMARKS)**

**THIS IP SECURITY AGREEMENT** (this "IP Security Agreement") is dated as of the 6<sup>th</sup> day of January, 2012, by and between **TREX COMPANY, INC.**, a Delaware corporation (the "Debtor"); and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, as Administrative Agent and a Collateral Agent for the Secured Parties (as hereinafter defined) (together with its successors and assigns, including any successor Administrative Agent under the Credit Agreement, the "Administrative Agent").

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated Credit Agreement dated as of January 6, 2012 (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, Swing Line Lender and Letter of Credit Issuer, Branch Banking and Trust Company and Wells Fargo Capital Finance, LLC, as Collateral Agents, and BB&T Capital Markets, as Lead Arranger. The Debtor, the Administrative Agent and the Collateral Agents are also parties to an Amended and Restated Security Agreement dated as of January 6, 2012 (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 Administrative 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 patents, patent applications, trademarks, trademark applications and copyrights 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. This IP Security Agreement is in addition to, and not in substitution for, that certain IP Security Agreement (Trademarks) dated as of November 4, 2009, from the Debtor.

**IN WITNESS WHEREOF**, the Debtor and the Administrative 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 Administrative Agent and a Collateral Agent

By: Matthew W. Rush (SEAL)  
Name: Matthew W. Rush  
Title: Senior Vice President

**SCHEDULE 1 TO IP SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Registration Number</u></b>
Trex	US	3,862,086
Iron Deck	US	3,927,184
Deck Works	US	3,982,773
Trex	US	4,004,005
CustomCurve	US	4,050,305
Transcend	US	3,773,349
Trex	US	4,077,639

**TRADEMARK APPLICATIONS**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Serial Number</u></b>
Trex Elevations	US	85-305,741
Trex Transcend	US	85-232,998
Trex Enhance	US	85-392,206
Enhance	US	85-376,445
Trex Select	US	85-476,787

#2069673 (Execution)  
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