

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axiall Ohio, Inc.		12/17/2014	CORPORATION:
Rome Delaware Corp.		12/17/2014	CORPORATION:
Axiall, LLC		12/17/2014	LIMITED LIABILITY COMPANY:
Royal Group, Inc.		12/17/2014	CORPORATION:
Groupe Royal, Inc.		12/17/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	86225640	ALUMIPRO CEDAR RENDITIONS
Serial Number:	85888119	ASPIRE VINYL
Registration Number:	4335546	C CELECT CELLULAR EXTERIORS BY ROYAL
Serial Number:	86161143	C CELECT CELLULAR EXTERIORS BY ROYAL
Serial Number:	86081570	COLOR IMPRESSIONS
Registration Number:	4459960	CONCERTO
Registration Number:	4275832	ROYAL
Registration Number:	4349144	ROYAL
Registration Number:	4286269	ROYAL
Registration Number:	4286270	ROYAL
Serial Number:	86140464	HOME PLAY
Serial Number:	86312082	MARQUISE
Serial Number:	86287335	OLYMPIA
Serial Number:	86287565	OPUS
Serial Number:	86214558	ORCHESTRA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4324377	OVERTURE
Registration Number:	2745975	ROYAL
Registration Number:	4279921	ROYAL BUILDING PRODUCTS
Registration Number:	4352824	ROYAL BUILDING PRODUCTS
Registration Number:	4588876	ROYAL S4S CONCEAL
Serial Number:	86161121	ROYALBLEND
Registration Number:	3900939	SPECTRA COAT
Registration Number:	4275831	THE ECO WINDOW
Serial Number:	86081581	VCORE
Registration Number:	3904521	VIVALDI
Serial Number:	86176913	ZELOS
Registration Number:	4411829	ZURI PREMIUM DECKING BY ROYAL
Serial Number:	86114010	INCREDIPOOL
Serial Number:	86267368	ACID RITE
Serial Number:	85950437	ACID-RITE
Serial Number:	86080905	WONDERPOOL
Serial Number:	86086836	PML POOL MANAGEMENT LINE CALCIUM HYPOCHL

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8418

Email: juan.arias@weil.com

Correspondent Name: Steven LePorin

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 47660.3499 SARAH DAVIS

NAME OF SUBMITTER: Steven LePorin

SIGNATURE: /Steven LePorin/

DATE SIGNED: 12/19/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of December 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Axiall Corporation and Eagle Spinco Inc. (the "U.S. Borrowers"), Royal Group, Inc., a Canadian federal corporation (the "Canadian Borrower" and together with the U.S. Borrower, collectively, the "Borrowers" and each, individually, a "Borrower"), the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto, General Electric Capital Corporation, as Administrative Agent, Co-Collateral Agent and Co-Syndication Agent, Wells Fargo Capital Finance, LLC, as Co-Collateral Agent and Co-Syndication Agent, and Barclays Bank PLC as Documentation Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the U.S. ABL Guaranty and Security Agreement dated as of December 22, 2009 in favor of Administrative Agent (as such agreement may be amended, restated, joined, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following U.S. Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,


AXIALL OHIO, INC.
ROME DELAWARE CORP.

By: 
Name: Gregory Thompson
Title: Vice President

AXIALL, LLC

By: 
Name: Gregory Thompson
Title: Chief Financial Officer

ROYAL GROUP, INC./GROUPE ROYAL, INC.

By: 
Name: Gregory Thompson
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Philip F. Carfora
Name: Philip F. Carfora
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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TRADEMARKS

Schedule 1

Country	Trademark	App/Reg No.	Filing Reg.	Applicant/Registrant	Status
US	ALUMIPRO CEDAR RENDITIONS	86/225,640	3/19/2014	Royal Group, Inc.	Allowed
US	ASPIRE VINYL	85/888,119	3/27/2013	Axiall, LLC	Pending
US	C CELECT CELLULAR EXTERIORS BY ROYAL and Design	4,335,546	5/14/2013	Royal Group, Inc.	Registered
US	C CELECT CELLULAR EXTERIORS BY ROYAL and design	86/161,143	1/9/2014	Royal Group, Inc.	Allowed
US	COLOR IMPRESSIONS	86/081,570	10/3/2013	Royal Group, Inc.	Pending
US	CONCERTO	4,459,960	12/31/2013	Royal Group, Inc.	Registered
US	Crown+ROYAL and Design	4,275,832	1/15/2013	Royal Group, Inc.	Registered
US	Crown+ROYAL and Design	4,349,144	6/11/2013	Royal Group, Inc.	Registered
US	Crown+ROYAL and Design	4,286,269	2/5/2013	Royal Group, Inc.	Registered
US	Crown+ROYAL and Design	4,286,270	2/5/2013	Royal Group, Inc.	Registered
US	HOME PLAY	86/140,464	12/11/2013	Royal Group, Inc.	Allowed
US	MARQUISE	86/312,082	6/17/2014	Royal Group, Inc.	Pending
US	OLYMPIA	86/287,335	5/21/2014	Royal Group, Inc.	Pending
US	OPUS	86/287,565	5/21/2014	Royal Group, Inc.	Pending
US	ORCHESTRA	86/214,558	3/7/2014	Royal Group, Inc.	Allowed
US	OVERTURE	4,324,377	4/23/2013	Royal Group, Inc.	Registered
US	ROYAL	2,745,975	8/5/2003	Royal Group, Inc.	Registered
US	ROYAL BUILDING PRODUCTS	4,279,921	1/22/2013	Royal Group, Inc.	Registered
US	ROYAL BUILDING PRODUCTS	4,352,824	6/18/2013	Royal Group, Inc.	Registered
US	ROYAL S4S CONCEAL	4,588,876	8/19/2014	Royal Group, Inc.	Registered
US	ROYALBLEND	86/161,121	1/9/2014	Royal Group, Inc.	Allowed

Country	Trademark	App/Reg No.	Filing/Reg.	Applicant/Registrant	Status
US	SPECTRA COAT	3,900,939	1/4/2011	Royal Group, Inc.	Registered
US	THE ECO WINDOW and Design	4,275,831	1/15/2013	Royal Group, Inc.	Registered
US	VCORE	86/081,581	10/3/2013	Royal Group, Inc.	Pending
US	VIVALDI	3,904,521	1/11/2011	Royal Group, Inc.	Registered
US	ZELIOS	86/176,913	1/28/2014	Royal Group, Inc.	Allowed
US	ZURI PREMIUM DECKING BY ROYAL and Design	4,411,829	10/1/2013	Royal Group, Inc.	Registered
US	INCREDIPOOL	86/114,010	11/08/2013	Axiall Ohio, Inc.	pending
CA	ACID RITE in a Segmented Circle	1675119	05/01/2014	Axiall Ohio, Inc.	pending
MX	ACID RITE in a Segmented Circle	871577	05/02/2014	Axiall Ohio, Inc.	Registered
US	ACID RITE in a Segmented Circle	86267368	04/30/2014	Axiall Ohio, Inc.	pending
CA	ACID-RITE	1470491	07/16/2014	Axiall Ohio, Inc.	pending
MX	ACID-RITE	1388167	07/01/2013	Axiall Ohio, Inc.	Registered
US	ACID-RITE	85950437	06/04/2013	Axiall Ohio, Inc.	pending
CA	PM L POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays	1400520	08/15/2013	Axiall Ohio, Inc.	pending
MX	PM L POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays	1422118	10/14/2013	Axiall Ohio, Inc.	pending
MX	PM L POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays	1422120	10/14/2013	Axiall Ohio, Inc.	pending
US	PM L POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays	86086836	10/09/2013	Axiall Ohio, Inc.	Registered
CA	WONDERPOOL	1434012	02/13/2014	Axiall Ohio, Inc.	pending
US	WONDERPOOL	86080905	10/22/2013	Axiall Ohio, Inc.	pending
IN	PROTHERM	2724177	04/11/2014	Axiall, LLC.	pending
IN	AXIALL	2716510	04/11/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522408	08/29/2014	Rome Delaware Corporation	pending

Country	Trademark	App/Reg No.	Filing/Reg.	Applicant/Registrant	Status
TW	AXIALL	14003542	07/28/2014	Rome Delaware Corporation	pending
TW	PROTHERM	103042550	07/25/2014	Axiall, LLC	pending
CH	PROTHERM	To Follow	10/22/2014	Axiall, LLC	pending
MX	AXIALL	1522407	08/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522406	08/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522405	08/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522404	08/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522403	08/29/2014	Rome Delaware Corporation	pending

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