

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poly-Wood, LLC		08/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	J.P. Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	federally chartered bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4245624	POLYWOOD	
Registration Number:	3590724	POLY-WOOD	
Registration Number:	3762282	POLY-WOOD	
Registration Number:	3415190	POLY-WOOD WWW.POLYWOODINC.COM	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<i>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.</i>			
Phone:	3172371089		
Email:	louis.perry@faegrebd.com, tmindy@faegrebd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Louis T. Perry		
SIGNATURE:	/Louis T. Perry/		
DATE SIGNED:	08/20/2015		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 19, 2015, is executed by POLY-WOOD, LLC, a Delaware limited liability company (together with its successors and assigns, “Grantor”), in favor of J.P. MORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement referred to below.

Recitals

A. Grantor, as Borrower, the Administrative Agent, and the Lenders are entering into a Credit Agreement dated as of August 19, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated as of August 19, 2015, by and between Grantor and Administrative Agent, on behalf of the Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time and at any time, the “Security Agreement”).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned or hereafter acquired Trademarks (as hereinafter defined), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

D. Pursuant to Section 3.10 of the Security Agreement, Grantor is entering into this Agreement to perfect by filing in the United States Patent and Trademark Office the security interest of the Administrative Agent in Grantor’s Trademarks.

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

1. Defined Terms. Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

2. Grant. To secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement), Grantor grants to the Administrative Agent a continuing security interest in all of Grantor’s right, title and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the “Trademarks”):

(a) all trademarks (including service marks), including, without limitation, those marks identified on Schedule I attached hereto, trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing;

provided, that term "Trademarks" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included within the definition of "Trademarks" hereunder.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and subject to the limitations set forth therein. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted in this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow.]

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

POLY-WOOD, LLC

By: 
Name: Douglas A. Rassi
Title: President, Chief Executive Officer and Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005603 FRAME: 0464

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Serial Number	Mark	Status	Filing Date	Registration Date	Registration Number
85593366	POLYWOOD	Registered	April 10, 2012	November 20, 2012	4,245,624
77538990	POLY-WOOD	Registered	August 5, 2008	March 17, 2009	3,590,724
77659012	POLY-WOOD	Registered	January 29, 2009	March 23, 2010	3,762,282
77069595	POLY-WOOD (Design and words)	Registered	December 21, 2006	April 22, 2008	3,415,190