

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Branch Banking and Trust Company, as Resigning Administrative Agent		01/12/2016	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Successor Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4757460	TREX
Registration Number:	4671390	TREX
Registration Number:	4557709	LIGHTHUB
Registration Number:	4389534	REVEAL
Registration Number:	4269524	TREX SELECT
Registration Number:	4172922	ENHANCE
Registration Number:	4187705	TREX ELEVATIONS
Registration Number:	4107731	TREX TRANSCEND
Registration Number:	3982773	DECKWORKS
Registration Number:	4050305	CUSTOMCURVE
Registration Number:	4004005	TREX
Registration Number:	4077639	TREX
Registration Number:	3862086	TREX
Registration Number:	3927184	IRON DECK
Registration Number:	3773349	TRANSCEND
Registration Number:	3656162	SMOOTHEDGE
Registration Number:	3687228	TREX PROFILES

OP \$790.00 4757460

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3648615	SURROUNDINGS
Registration Number:	3528844	TREX HIDEAWAY
Registration Number:	3442097	TREX ESCAPES
Registration Number:	3191743	SECLUSIONS
Registration Number:	3063223	DECKSCAPES
Registration Number:	3050069	BRASILIA
Registration Number:	3218419	TREX DESIGNER SERIES RAILING
Registration Number:	2937507	TREX
Registration Number:	3052208	TREX EXPRESS INSTALLATION SYSTEM
Registration Number:	2945585	TREX ACCENTS
Registration Number:	2907741	TREXPRO
Registration Number:	2259151	EASY CARE DECKING
Registration Number:	1938516	TREX
Registration Number:	1881449	TREX

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625-4978

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 01/13/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of January 12, 2016 is by and among TREX COMPANY, INC., a Delaware corporation (the "Borrower"), BRANCH BANKING AND TRUST COMPANY, in its capacity as resigning Administrative Agent (in such capacity, the "Resigning Administrative Agent"), and BANK OF AMERICA, N.A., in its capacity as successor Administrative Agent (in such capacity, the "Successor Administrative Agent").

RECITALS:

1. Reference is made to the Second Amended and Restated Credit Agreement (as amended, modified and supplemented from time to time, the "Credit Agreement") dated as of November 20, 2014 among Trex Company, Inc., a Delaware corporation (the "Borrower"), the Lenders identified therein and Branch Banking and Trust Company, as Administrative Agent.

2. In connection with the resignation of Branch Banking and Trust Company as Administrative Agent and the appointment of Bank of America, N.A. as successor Administrative Agent under the First Amendment dated as even date herewith, and pursuant to the Assignment Agreement dated as of even date herewith, the Resigning Administrative Agent assigned all of its right, title and interest in and to the Collateral Documents to the Successor Administrative Agent.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Assignment. The Resigning Administrative Agent transfers, assigns, grants and conveys to the Successor Administrative Agent all of the Resigning Administrative Agent's right, title and interest in and to the Collateral Documents, including, without limitation, all liens and security interests arising under the Collateral Documents and all financing statements and other filings and registrations relating to the Collateral Documents, including the Existing IP Security Agreements, including, but not limited to, the IP Security Agreement (Patents) recorded on January 12, 2012 at Reel 027637 Frame 0805, IP Security Agreement (Patents) recorded on January 12, 2012 at Reel 027630 Frame 0790, the IP Security Agreement (Patents) recorded on November 6, 2009 at Reel 023620 Frame 0786, the IP Security Agreement recorded on November 21, 2014 at Reel 5405 Frame 0628, the IP Security Agreement (Trademarks) recorded on January 12, 2012 at Reel 4708 Frame 0425, and the IP Security Agreement (Trademarks) recorded on November 6, 2009 at Reel 4094 Frame 0207, and the security interest in, lien on and right of set-off against the patents, patent applications, trademarks, trademark applications, and copyrights (collectively, the "Intellectual Property") scheduled on the Existing IP Security Agreements, including the Intellectual Property identified on Schedule 1 hereto.

3. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. No Novation. The parties hereto agree that this Agreement shall constitute an amendment to the Collateral Documents and shall not constitute a novation in any manner whatsoever. Upon assignment, the Successor Administrative Agent shall replace the Resigning Administrative Agent as Administrative Agent under the Collateral Documents and thereafter the Successor Administrative Agent shall hold all liens identified in the Collateral Documents.

5. Expenses. The Borrower agree to reimburse the Resigning Administrative Agent and the Successor Administrative Agent for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection with this Agreement.

6. Counterparts; Facsimile Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be effective as an original.

7. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the Commonwealth of Virginia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Agreement on the date first above written.

BRANCH BANKING AND TRUST COMPANY, as Resigning Administrative Agent

By: William B. Keene
Name: William B. Keene
Title: Vice President

BANK OF AMERICA, N.A., as Successor Administrative Agent

By: _____
Name:
Title:

TREX COMPANY, INC., a Delaware corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this IP Security Interest Assignment Agreement on the date first above written.

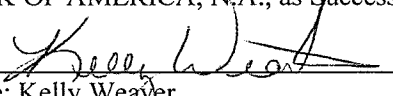
BRANCH BANKING AND TRUST COMPANY, as Resigning Administrative Agent

By: _____

Name:

Title:

BANK OF AMERICA, N.A., as Successor Administrative Agent

By:  _____

Name: Kelly Weaver

Title: Vice President

TREX COMPANY, INC., a Delaware corporation

By: _____

Name:

Title:

IN WITNESS WHEREOF, the following have executed this IP Security Interest Assignment Agreement on the date first above written.

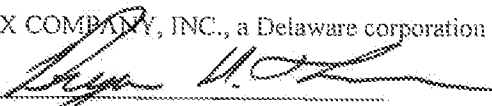
BRANCH BANKING AND TRUST COMPANY, as Resigning Administrative Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Successor Administrative Agent

By: _____
Name:
Title:

TREX COMPANY, INC., a Delaware corporation

By: 
Name: BRYAN H. Fairbanks
Title: VP & CFO

Schedule 1

INTELLECTUAL PROPERTY

Security Interest Recorded January 12, 2012 at Reel 027637 Frame 0805

Pending Application

Title	Appl. No.	Filing Date
MULTIZONE WOOD POLYMER COMPOSITE ARTICLE	12509176 20100021753	07/24/09

Security Interest Recorded January 12, 2012 at Reel 027630 Frame 0790

Pending Application

Title	Appl. No.	Filing Date
MULTIZONE WOOD POLYMER COMPOSITE ARTICLE	12509176 20100021753	07/24/09

Security Interest Recorded November 6, 2009 at Reel 023620 Frame 0786

Issued Patents

Title	Patent No.	Issue Date
VARIEGATED COMPOSITES AND RELATED METHODS OF MANUFACTURE	7410687	08/12/08
APPARATUS FOR MAKING A WOOD-PLASTIC PROFILE	6527532	03/04/03
PROCESS FOR MAKING A WOOD-THERMOPLASTIC COMPOSITE	5851469	12/22/98

Security Interest Recorded November 21, 2014 at Reel 5405 Frame 0628

Registered Marks

Mark	Reg. No.	Reg. Date
TREX	4757460	06/16/15
TREX	4671390	01/13/15
LIGHTHUB	4557709	06/24/14
REVEAL	4389534	08/20/13

Security Interest Recorded January 12, 2012 at Reel 4708 Frame 0425

Registered Marks

Mark	Reg. No.	Reg. Date
TREX SELECT	4269524	01/01/13
ENHANCE	4172922	07/10/12

TREX ELEVATIONS	4187705	08/07/12
TREX TRANSCEND	4107731	03/06/12
DECKWORKS	3982773	06/21/11
CUSTOMCURVE	4050305	11/01/11
TREX	4004005	07/26/11
TREX	4077639	12/27/11
TREX	3862086	10/12/10
IRON DECK	3927184	03/08/11
TRANSCEND	3773349	04/06/10

Security Interest Recorded November 6, 2009 at Reel 4094 Frame 0207

Registered Marks

Mark	Reg. No.	Reg. Date
TRANSCEND	3773349	04/06/10
SMOOTHEDGE	3656162	07/14/09
TREX PROFILES	3687228	09/22/09
SURROUNDINGS	3648615	06/30/09
TREX HIDEAWAY	3528844	11/04/08
TREX ESCAPES	3442097	06/03/08
SECLUSIONS	3191743	01/02/07
DECKSCAPES	3063223	02/28/06
BRASILIA	3050069	01/24/06
TREX DESIGNER SERIES RAILING	3218419	03/13/07
TREX	2937507	04/05/05
TREX EXPRESS INSTALLATION SYSTEM and Design	3052208	01/31/06
TREX ACCENTS	2945585	05/03/05
TREXPRO	2907741	12/07/04
EASY CARE DECKING	2259151	07/06/99
TREX	1938516	11/28/95
TREX	1881449	02/28/95