

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gentek Building Products, Inc.		02/19/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	H&F FINCO LLC		
Street Address:	390 Park Avenue		
Internal Address:	21st floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	1503931	ADVANTAGE	
Registration Number:	1593047	ADVANTAGE	
Registration Number:	2706936	AMHERST	
Registration Number:	3005066	BLUEPRINT SERIES	
Registration Number:	1309643	CEDARWOOD	
Registration Number:	1403757	CEDARWOOD	
Registration Number:	2426917		
Registration Number:	2182235		
Registration Number:	2515846	COLOR CLEAR THROUGH	
Registration Number:	2539266	COLOR CLEAR THROUGH	
Registration Number:	2709166	CONCORD	
Registration Number:	3627447	DEALER OF DISTINCTION	
Registration Number:	1231131	DRIFTWOOD	
Registration Number:	2728990	DRIFTWOOD	
Registration Number:	3871559	ENERGYLOGIX	
Registration Number:	3935612	ENFUSION	
Registration Number:	3136858	ESSEX SERIES	
Registration Number:	2178369	FAIRWEATHER	

CH \$1040.00 1503931

Property Type	Number	Word Mark
Registration Number:	2419250	GENTEK
Registration Number:	2182231	GENTEK
Registration Number:	2421398	GENTEK
Registration Number:	3133823	GENTEK BUILDER SERIES
Registration Number:	3796848	GENTEK MY DESIGN HOME STUDIO
Registration Number:	2176755	OXFORD
Registration Number:	4756972	PERMAFINISH
Registration Number:	3496994	PORTFOLIO
Registration Number:	4388941	PREMIUM RENOVATOR
Registration Number:	3796849	REVERE MY DESIGN HOME STUDIO
Registration Number:	2734559	SEQUOIA SELECT
Registration Number:	3672099	SEQUOIA SELECT
Registration Number:	1788166	SIGNATURE
Registration Number:	1942268	SIGNATURE SUPREME
Registration Number:	3585207	SOVEREIGN
Registration Number:	3585208	SOVEREIGN SELECT
Registration Number:	3921914	SOVEREIGN SELECT ENERGY ADVANTAGE
Registration Number:	3902721	SOVEREIGN SELECT ENERGY SMART
Registration Number:	1685992	STEELSIDE
Registration Number:	4837474	STEELTEK SUPREME
Registration Number:	3971488	TRILOGY
Registration Number:	3163566	TRIMESSENTIALS BY GENTEK
Registration Number:	3143105	TRIMESSENTIALS BY REVERE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 25248-1-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 02/19/2016

Total Attachments: 6

source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page1.tif
source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page2.tif
source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page3.tif
source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page4.tif
source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page5.tif
source=AMI (H&F Loan) - TAB __ - US IPSA Trademark Security Agt (Gentek) (Feb-19-16)
(EXECUTED)_(39871006_1)#page6.tif

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND THE LIENS CREATED HEREUNDER, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN REVOLVING LOAN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF FEBRUARY 19, 2016, AMONG H&F FINCO LLC, AS REPRESENTATIVE FOR THE SUBORDINATED CREDITORS (AS DEFINED THEREIN) UBS AG, STAMFORD BRANCH, AS AGENT ("SENIOR AGENT") FOR THE SENIOR CREDITORS (AS DEFINED THEREIN) AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT – TRADEMARKS

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of February 19, 2016 is made by Gentek Building Products, Inc., a Delaware corporation (the "US Grantor"), in favor of H&F FINCO LLC, in its capacity as the 2016 Lender pursuant to the US Security Agreement referred to below (in such capacity, together with its successors and permitted assigns, the "2016 Lender").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the US SECURITY AGREEMENT, dated as of February 19, 2016 (the "US Security Agreement"), among ASSOCIATED MATERIALS INCORPORATED (f/k/a AMH Intermediate Holdings Corp.), a Delaware corporation ("Holdings"), ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the "Company"), and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a "US Subsidiary Grantor" and, collectively, the "US Subsidiary Grantors"; and, together with Holdings and the Company, collectively, the "US Grantors"), and the 2016 Lender.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Existing Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the US Security Agreement, US Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the US Security Agreement to the 2016 Lender in such US Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the 2016 Lender and US Grantor agree as follows:

SECTION 1. Grant of Security. The US Grantor hereby grants to the 2016 Lender a Security Interest in all of such US Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by US Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the 2016 Lender but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving US Grantor.

SECTION 3. Recordation. US Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. US Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the 2016 Lender with respect to the Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the US Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 16 of the 2016 Note. All communications and notices hereunder to US Grantor shall be given to it in care of the Company at the Company's address set forth in Schedule 16 of the 2016 Note.

SECTION 9. Expenses. US Grantor agrees to reimburse the 2016 Lender for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the 2016 Lender.

IN WITNESS WHEREOF, US Grantor and the 2016 Lender have duly executed this IP Security Agreement as of the day and year first above written.

US GRANTOR:

GENTEK BUILDING PRODUCTS, INC.

By: 

Name: Scott Stephens

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement re Trademarks]

2016 LENDER:

H&F FINCO LLC

By: Hellman & Friedman Capital Partners VI, L.P.,
its managing member

By: Hellman & Friedman Investors VI, L.P.,
its general partner




By: Hellman & Friedman LLC,
its general partner




By: 
Name: Erik Ragatz
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement re Trademarks]

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

Trademark	Appl./Reg. Number
ADVANTAGE	1,503,931
ADVANTAGE	1,593,047
AMHERST	2,706,936
BLUEPRINT SERIES	3,005,066
CEDARWOOD	1,309,643
CEDARWOOD	1,403,757
Checkmarks Design 	2,426,917
Checkmarks Design 	2,182,235
COLOR CLEAR THROUGH	2,515,846
COLOR CLEAR THROUGH	2,539,266
CONCORD	2,709,166
DEALER OF DISTINCTION	3,627,447
DRIFTWOOD	1,231,131
DRIFTWOOD	2,728,990
ENERGYLOGIX	3,871,559
ENFUSION	3,935,612
ESSEX SERIES	3,136,858
FAIRWEATHER	2,178,369
GENTEK	2,419,250
GENTEK (and Design) 	2,182,231

Trademark	Appl./Reg. Number
GENTEK (and Design) 	2,421,398
GENTEK BUILDER SERIES	3,133,823
GENTEK MY DESIGN HOME STUDIO & Design 	3,796,848
OXFORD	2,176,755
PERMAFINISH	4,756,972
PORTFOLIO	3,496,994
PREMIUM RENOVATOR & Design PREMIUM  RENOVATOR	4,388,941
REVERE MY DESIGN HOME STUDIO & Design	3,796,849
SEQUOIA SELECT	2,734,559
SEQUOIA SELECT & Design	3,672,099
SIGNATURE	1,788,166
SIGNATURE SUPREME	1942268
SOVEREIGN	3,585,207
SOVEREIGN SELECT	3,585,208
SOVEREIGN SELECT ENERGY ADVANTAGE	3,921,914
SOVEREIGN SELECT ENERGY SMART	3,902,721
STEELSIDE	1,685,992
STEELTEK SUPREME	4,837,474
TRILOGY	3,971,488
TRIMESSENTIALS BY GENTEK	3,163,566
TRIMESSENTIALS BY REVERE	3,143,105