

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Substitution of Administrative Agent & Assignment of Rights Under Credit Agreement and Loan Documents
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC COMPANY, AS ADMINISTRATIVE AGENT		08/30/2016	Company: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, AS ADMINISTRATIVE AGENT
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3199793	BELLASTONE
Registration Number:	2644532	CAROLINA SANDS
Registration Number:	2736810	CEDAR RIDGE
Registration Number:	3160761	COASTAL SHORES COLLECTION
Registration Number:	3175015	COLORLIFE
Registration Number:	3542203	CORDOBA CLAY
Registration Number:	3889794	DREAMDESIGNER
Registration Number:	3400151	EXTERIOR PORTFOLIO
Registration Number:	1944603	LEXSTAR
Registration Number:	2795981	MARKET SQUARE
Registration Number:	3336852	MILL RUN
Registration Number:	3165957	NEWPORT SHAKE
Registration Number:	3006006	PERFORMANCE PURPLE
Registration Number:	2962314	PORTSMOUTH SHAKE
Registration Number:	2438973	PREMIUM POINTE
Registration Number:	3112974	SMARTTRACK

CH \$540.00 3199793

Property Type	Number	Word Mark
Registration Number:	2772555	SOLID CORE SIDING
Registration Number:	2938988	SOLID CORE SYSTEM
Registration Number:	3400152	THINK OUTSIDE.
Registration Number:	1373818	VIPCO
Registration Number:	2722559	WINDBREAKER

CORRESPONDENCE DATA

Fax Number: 3125548015

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: (312) 554-8000

Email: kep@pattishall.com, bjs@pattishall.com

Correspondent Name: Belinda J. Scrimenti

Address Line 1: 200 South Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606-5896

ATTORNEY DOCKET NUMBER:	321900002
NAME OF SUBMITTER:	Belinda J. Scrimenti
SIGNATURE:	/Belinda J. Scrimenti/
DATE SIGNED:	09/16/2016

Total Attachments: 6

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**NOTICE OF SUBSTITUTION OF ADMINISTRATIVE AGENT &
ASSIGNMENT OF RIGHTS UNDER CREDIT AGREEMENT AND LOAN
DOCUMENTS**

This Notice of Substitution of Administrative Agent & Assignment of Rights under Credit Agreement and Loan Documents (this "*Notice of Substitution*") is made and effective as of August 30, 2016, by and between GENERAL ELECTRIC COMPANY, as successor by merger to General Electric Capital Corporation, in its capacity as the former administrative agent under the below described Credit Agreement ("*Retiring Agent*"), and WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as successor administrative agent under the Credit Agreement ("*Successor Agent*"), in connection with the below-described Resignation and Agency Substitution Agreement. Capitalized terms used in this Notice of Substitution but not otherwise defined herein shall have the meanings specified in the Credit Agreement unless otherwise stated.

RECITALS

A. In connection with that certain Credit Agreement dated as of December 22, 2009, by and among Axiall Corporation, Eagle Spinco Inc., Royal Group Inc., Retiring Agent and certain lenders and other parties thereto (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Credit Agreement*"), Grantors, together with other grantors, agreed to guarantee the Obligations pursuant to that certain U.S. ABL Guaranty and Security Agreement dated as of June 1, 2009 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Guaranty and Security Agreement*");

B. Pursuant to the Guaranty and Security Agreement, Grantors executed a Trademark Security Agreement dated as of June 1, 2011 in favor of Retiring Agent (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Trademark Security Agreement*"), pursuant to which Grantors granted to Retiring Agent, as administrative agent for the Secured Parties, a Lien on, and security interest in, all of Grantors' right, title, and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark Collateral set forth on *Exhibit A* attached hereto;

C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 17, 2011 at Reel/Frame Number 004606/0935;

D. Pursuant to the Resignation and Agency Substitution Agreement, dated as of March 1, 2016 (the "*Substitution Date*"), by and among Axiall Corporation, Eagle Spinco Inc., Royal Group Inc., Retiring Agent, Successor Agent, certain lenders and other parties thereto (the "*Agency Substitution Agreement*"), Retiring Agent resigned in its capacity as Administrative Agent under the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement), Successor Agent was appointed as the successor to the Retiring Agent in its respective capacity as Administrative Agent under the Credit Agreement and other Loan Documents

(including, without limitation, the Trademark Security Agreement), and Retiring Agent assigned to Successor Agent, and Successor Agent assumed, all rights, powers, privileges and duties of Retiring Agent under the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement), including, without limitation, in respect of the Lien on, and security interest in, the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on *Exhibit A* attached hereto); and

E. Retiring Agent and Successor Agent desire to evidence the foregoing substitution of Successor Agent for Retiring Agent and to record Successor Agent as the administrative agent for the Secured Parties in connection with the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement) with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Retiring Agent and Successor Agent hereby agree as follows:

1. Evidence of Substitution. Retiring Agent and Successor Agent hereby acknowledge and confirm that pursuant to the Substitution Agreement, (A) as of the Substitution Date, Retiring Agent has resigned in its capacity as Administrative Agent under the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement), Successor Agent was appointed as the successor to the Retiring Agent in its respective capacity as Administrative Agent under the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement), and Retiring Agent assigned to Successor Agent, and Successor Agent assumed, all rights, powers, privileges and duties of Retiring Agent under the Credit Agreement and other Loan Documents (including, without limitation, the Trademark Security Agreement), including, without limitation, in respect of the Lien on, and security interest in, the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on *Exhibit A* attached hereto); (B) the Lien and security interest granted in favor of Retiring Agent, in its capacity as administrative agent for the Secured Parties, under the Trademark Security Agreement shall be in favor of Successor Agent, in its capacity as successor administrative agent for the Secured Parties; and (C) Successor Agent shall be deemed to be the "Administrative Agent" under the Trademark Security Agreement for all purposes as if it were the original signatory thereto and the original Administrative Agent thereunder.

2. Further Acts. Retiring Agent and Successor Agent hereby authorize and request that this Notice of Substitution be recorded at the United States Patent and Trademark Office, or any other applicable location.

3. Full Authority. Each party represents and warrants that it has full authority to execute and deliver this Notice of Substitution.

4. Governing Law. THIS NOTICE OF SUBSTITUTION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE OF

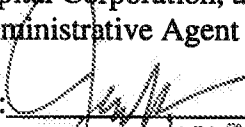
SUBSTITUTION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature pages follows]

EXECUTED as of the date first written above.


RETIRNG AGENT:

GENERAL ELECTRIC COMPANY, as
successor by merger to General Electric
Capital Corporation, as the former
Administrative Agent

By: 
Name: JENNIFER HAYES
Title: SENIOR COUNSEL

SUCCESSOR AGENT:

WELLS FARGO CAPITAL FINANCE,
LLC, as the successor
Administrative Agent

By: 
Name: Reggie Claus
Title: Vice President

[AXIAL—NOTICE OF SUBSTITUTION WF11 TRADEMARKS]

TRADEMARK
REEL: 005878 FRAME: 0285

Exhibit A

Trademark Registrations

Country	Trademark	App/Reg No.	Filing/Reg Date	Applicant/Registrant	Status
US	Bellastone	3,199,793	16-Jan-2007	Crane Plastics Siding LLC	Registered
US	Carolina Sands	2,644,532	29-Oct-2002	Crane Plastics Siding LLC	Registered
US	Cedar Ridge	2,736,810	15-Jul-2003	Crane Plastics Siding LLC	Registered
US	Coastal Shores Collection	3,160,761	17-Oct-2006	Crane Plastics Siding LLC	Registered
US	Colorlife	3,175,015	21-Nov-2006	Crane Plastics Siding LLC	Registered
US	Cordoba Clay	3,542,203	02-Dec-2008	Crane Plastics Siding LLC	Registered
US	Dream Designer	3,889,794	14-Dec-2010	Crane Plastics Siding LLC	Registered
Intl	Dream Designer	1,054,341	11-Aug-2010	Crane Plastics Siding LLC	Registered
Canada	Dream Designer	1,494,722	03-Sept-2010	Crane Plastics Siding LLC	Filed
US	Exterior Portfolio	3,400,151	18-Mar-2008	Crane Plastics Siding LLC	Registered
Canada	Exterior Portfolio	TMA730,589	09-Dec-2008	Crane Plastics Siding LLC	Registered
CTM	Exterior Portfolio	005653548	24-Apr-2008	Crane Plastics Siding LLC	Filed
US	Lexstar	1,944,603	26-Dec-1995	Crane Plastics Siding LLC	Registered
US	Market Square	2,795,981	16-Dec-2003	Crane Plastics Siding LLC	Registered
US	Mill Run	3,336,852	13-Nov-2007	Crane Plastics Siding LLC	Registered
US	Newport Shake	3,165,957	31-Oct-2006	Crane Plastics Siding LLC	Registered
US	Performance Purple	3,006,006	11-Oct-2005	Crane Plastics Siding LLC	Registered
US	Portsmouth Shake	2,962,314	14-Jun-2005	Crane Plastics Siding LLC	Registered
US	Premium Pointe	2,438,973	27-Mar-2001	Crane Plastics Siding LLC	Registered
Canada	Smartcore	TMA729,924	02-Dec-2008	Crane Plastics Siding LLC	Registered
US	Smarttrack	3,112,974	04-Jul-2006	Crane Plastics Siding LLC	Registered
US	Solid Core Siding	2,772,555	07-Oct-2003	Crane Plastics Siding LLC	Registered
US	Solid Core System	2,938,988	05-Apr-2005	Crane Plastics Siding LLC	Registered
US	Think Outside	3,400,152	18-Mar-2008	Crane Plastics Siding LLC	Registered
Canada	Think Outside	TMA745,739	19-Aug-2009	Crane Plastics Siding LLC	Registered
CTM	Think Outside	005654876	27-Mar-2008	Crane Plastics Siding LLC	Registered
US	Vipco	1,373,818	03-Dec-1985	Crane Plastics Siding LLC	Registered
US	Windbreaker	2,722,559	03-Jun-2003	Crane Plastics Siding LLC	Registered