

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398778

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: 32

Property Type	Number	Word Mark
Serial Number:	86287335	OLYMPIA
Serial Number:	86287565	OPUS
Serial Number:	86214558	ORCHESTRA
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

CH \$815.00 86287335

Property Type	Number	Word Mark
Serial Number:	86267368	ACID RITE
Serial Number:	85950437	ACID-RITE
Serial Number:	86080905	WONDERPOOL
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	HOMEPLAY
Serial Number:	86312082	MARQUISE
Serial Number:	86086836	PML POOL MANAGEMENT LINE

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: 9

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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 Second Amended and Restated Credit Agreement dated as of December 17, 2014, 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 December 22, 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 December 17, 2014 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 December 19, 2014 at Reel/Frame Number 005422/0673;

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 Amended and Restated 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 HANSEL

Title: GENERAL COUNSEL

SUCCESSOR AGENT:

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

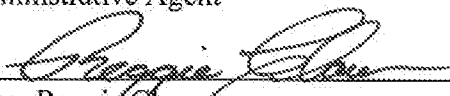
By: 
Name: Reggie Claus
Title: Vice President

Exhibit A

TRADEMARKS

Country	Trademark	App/Reg No.	Filing/Reg.	Applicant/Registrant	Status
US	ALUMPRO 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	HOMEPLAY	86/140,464	12/11/2013	Royal Group, Inc.	Allowed
US	MARQUISE	86/312,082	6/17/2014	Royal Group, Inc.	Pending

Country	Trademark	App/Reg No.	Filing/Reg.	Applicant/Registrant	Status
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
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	ZELOS	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	86/114010	11/8/2013	Axiall Ohio, Inc.	pending

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Country	Trademark	App/Reg No.	Filing Reg.	Applicant/Registrant	Status
CA	ACID RITE in a Segmented Circle	1675119	5/1/2014	Axiall Ohio, Inc.	pending
MX	ACID RITE in a Segmented Circle	871577	5/2/2014	Axiall Ohio, Inc.	Registered
US	ACID RITE in a Segmented Circle	86267368	4/30/2014	Axiall Ohio, Inc.	pending
CA	ACID-RITE	1470491	7/16/2014	Axiall Ohio, Inc.	pending
MX	ACID-RITE	1388167	7/1/2013	Axiall Ohio, Inc.	Registered
US	ACID-RITE	85950437	6/4/2013	Axiall Ohio, Inc.	pending
CA	PML POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays Logo	1400520	8/15/2013	Axiall Ohio, Inc.	pending
MX	PML POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays Logo	1422118	10/14/2013	Axiall Ohio, Inc.	pending
MX	PML POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays Logo	1422120	10/14/2013	Axiall Ohio, Inc.	Registered
US	PML POOL MANAGEMENT LINE CALCIUM HYPOCHLORITE TABLETS in Shield W/Rays Logo	86086836	10/9/2013	Axiall Ohio, Inc.	pending
CA	WONDERPOOL	1434012	2/13/2014	Axiall Ohio, Inc.	pending
US	WONDERPOOL	86080905	10/22/2013	Axiall Ohio, Inc.	pending
IN	PROTHERM	2724177	4/11/2014	Axiall, LLC.	pending

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Country	Trademark	App/Reg No.	Filing/Reg.	Applicant/Registrant	Status
IN	AXIALL	2716510	4/11/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522408	8/29/2014	Rome Delaware Corporation	pending
TW	AXIALL	14003542	7/28/2014	Rome Delaware Corporation	pending
TW	PROTHERM	103042550	7/25/2014	Axiall, LLC.	pending
CH	PROTHERM	To Follow	10/22/2014	Axiall, LLC	pending
MX	AXIALL	1522407	8/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522406	8/29/2014	Rome Delaware Corporation	pending
MX	AXIALL	1522405	8/29/2014	Rome Delaware Corporaion	pending
MX	AXIALL	1522404	8/29/2014	Rome Delaware Corporaion	pending
MX	AXIALL	1522403	8/29/2014	Rome Delaware Corporation	pending

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