

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPG International LLC		03/09/2017	Limited Liability Company: DELAWARE
Scranton Products, Inc.		03/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Administrative and Collateral Agent		
Street Address:	5022 Gate Parkway		
Internal Address:	Suite 200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4485340	AZEK PAVERS	
Registration Number:	4586313	PEWTER	
Registration Number:	4613469	WICKER	
Registration Number:	4613981	WHITE OAK	
Registration Number:	4613982	HAZELWOOD	
Registration Number:	4617083	HINY HIDERS	
Registration Number:	4627948	VINTAGE RED	
Registration Number:	4811931	EVOLUTIONS RAIL	
Registration Number:	4812853	VINTAGE COLLECTION	
Registration Number:	4852919	CYPRESS	
Registration Number:	4950769	QUICK CORNER	
Registration Number:	4950990	MORADO	
Registration Number:	4950992	ACACIA	
Registration Number:	4988659	READY RAKE	
Registration Number:	5005210	RUSTIC ELM	
Registration Number:	5005211	STONE ASH	
Registration Number:	5014479	AUTUMN CHESTNUT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5019266	MOUNTAIN REDWOOD
Registration Number:	5019267	ANTIGUA GOLD
Registration Number:	5019268	CARIBBEAN REDWOOD
Registration Number:	5019269	ANTIQUA PALM
Registration Number:	5030909	AZEK SIDING
Registration Number:	5030911	AZEK ADHESIVE
Registration Number:	5096513	CELTEC VIVID WHITE
Serial Number:	86385684	HAZEL
Serial Number:	86698258	GRAVITY LOCK TECHNOLOGY
Serial Number:	86745643	ECLIPSE PARTITIONS
Serial Number:	86779526	AMAZON MIST
Serial Number:	86779546	DECKNOLOGY
Serial Number:	86779558	DECKNOLOGY
Serial Number:	87144681	AZEK PRO REWARDS
Serial Number:	87144704	AZEK PRO
Serial Number:	87144747	AZEK PRO
Serial Number:	87144758	CPG PRO
Serial Number:	87144777	CPG PRO REWARDS
Serial Number:	87325930	SCRANTON PRODUCTS

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5106

Email: jnull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 022537/0228

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/02/2017

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 9, 2017, by CPG International LLC and Scranton Products, Inc. (the “Pledgors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent and Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to an ABL Guarantee and Collateral Agreement dated as of September 30, 2013 and the First Amendment to the ABL Guarantee and Collateral Agreement dated as of March 9, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “ABL Security Agreement”) in favor of the Administrative Agent and Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent and Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the ABL Security Agreement and used herein have the meaning given to them in the ABL Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgors hereby pledge and grant to the Administrative Agent and Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of each of their right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Collateral Agent pursuant to the ABL Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the ABL Security

Agreement, the provisions of the ABL Security Agreement shall control unless the Administrative Agent and Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date or such other date as Pledged Collateral may be released pursuant to Section 7.15 of the ABL Security Agreement, the Administrative Agent and Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral, grant, assignment, lien and security interest pledged and granted in and to all of its right, title and interest in, to and under the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

CPG INTERNATIONAL LLC

By:

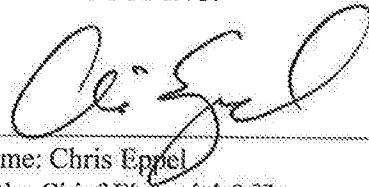

Name: Chris Eppel
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006047 FRAME: 0219

SCRANTON PRODUCTS INC.

By:



Name: Chris Eppel

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006047 FRAME: 0220

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH
as Administrative Agent and Collateral Agent

By: 
Name: **FRANK FAZIO**
Title: **Managing Director**

By: 
Name: **Stephen R. Lapidus**
Title: **Director**

[Signature Page to Trademark Security Agreement]

**SCHEDULE I to
Trademark Security Agreement**

U.S. Trademark Applications and Registrations

Owner	Mark	Registration No.	Serial No.
CPG International LLC	ACACIA	4,950,992	86/761,648
CPG International LLC	AMAZON MIST	Pending	86/779,526
CPG International LLC	ANTIGUA GOLD	5,019,267	86/779,490
CPG International LLC	ANTIQUUE PALM	5,019,269	86/779,517
CPG International LLC	AUTUMN CHESTNUT	5,014,479	86/739,389
CPG International LLC	AZEK ADHESIVE	5,030,911	86/876,975
CPG International LLC	AZEK PAVERS	4,485,340	86/056,596
CPG International LLC	AZEK PRO	Pending	87/144,704
CPG International LLC	AZEK PRO	Pending	87/144,747
CPG International LLC	AZEK PRO REWARDS	Pending	87/144,681
CPG International LLC	AZEK SIDING	5,030,909	86/876,954
CPG International LLC	CARIBBEAN REDWOOD	5,019,268	86/779,508
CPG International LLC	CPG PRO	Pending	87/144,758
CPG International LLC	CPG PRO REWARDS	Pending	87/144,777
CPG International LLC	CYPRESS	4,852,919	86/385,673
CPG International LLC	DECKNOLOGY	Pending	86/779,546
CPG International LLC	DECKNOLOGY	Pending	86/779,558
CPG International LLC	EVOLUTIONS RAIL	4,811,931	86/515,456
CPG International LLC	GRAVITY LOCK TECHNOLOGY	Pending	86/698,258
CPG International LLC	HAZEL	Pending	86/385,684

[Schedule I to Trademark Security Agreement (ABL)]

**TRADEMARK
REEL: 006047 FRAME: 0222**

Owner	Mark	Registration No.	Serial No.
CPG International LLC	HAZELWOOD	4,613,982	86/275,403
CPG International LLC	MORADO	4,950,990	86/761,633
CPG International LLC	MOUNTAIN REDWOOD	5,019,266	86/779,393
CPG International LLC	PEWTER	4,586,313	86/207,155
CPG International LLC	QUICK CORNER	4,950,769	86/727,025
CPG International LLC	READY RAKE	4,988,659	86/817,590
CPG International LLC	RUSTIC ELM	5,005,210	86/386,424
CPG International LLC	STONE ASH	5,005,211	86/386,436
CPG International LLC	VINTAGE COLLECTION	4,812,853	86/546,634
CPG International LLC	VINTAGE RED	4,627,948	86/207,173
CPG International LLC	WHITE OAK	4,613,981	86/275,395
CPG International LLC	WICKER	4,613,469	86/207,164
Scranton Products Inc.	CELTEC VIVID WHITE	5,096,513	86/692,457
Scranton Products Inc.	ECLIPSE PARTITIONS	Pending	86/745,643
Scranton Products Inc.	HINY HIDERS	4,617,083	86/212,189
Scranton Products Inc.	SCRANTON PRODUCTS	Pending	87/325,930

[Schedule I to Trademark Security Agreement (ABL)]