

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (6047/0224)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC, AS RESIGNING ADMINISTRATIVE AND COLLATERAL AGENT		05/18/2017	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS SUCCESSOR ADMINISTRATIVE AND COLLATERAL AGENT
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4950992	ACACIA
Registration Number:	5019267	ANTIGUA GOLD
Registration Number:	5019269	ANTIQUE PALM
Registration Number:	5014479	AUTUMN CHESTNUT
Registration Number:	5030911	AZEK ADHESIVE
Registration Number:	4485340	AZEK PAVERS
Registration Number:	5030909	AZEK SIDING
Registration Number:	5019268	CARIBBEAN REDWOOD
Registration Number:	4852919	CYPRESS
Registration Number:	4811931	EVOLUTIONS RAIL
Registration Number:	4613982	HAZELWOOD
Registration Number:	4950990	MORADO
Registration Number:	5019266	MOUNTAIN REDWOOD
Registration Number:	4586313	PEWTER
Registration Number:	4950769	QUICK CORNER
Registration Number:	4988659	READY RAKE

CH \$915.00 4950992

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5005210	RUSTIC ELM
Registration Number:	5005211	STONE ASH
Registration Number:	4812853	VINTAGE COLLECTION
Registration Number:	4627948	VINTAGE RED
Registration Number:	4613981	WHITE OAK
Registration Number:	4613469	WICKER
Registration Number:	5096513	CELTEC VIVID WHITE
Registration Number:	4617083	HINY HIDERS
Serial Number:	86779526	AMAZON MIST
Serial Number:	87144704	AZEK PRO
Serial Number:	87144747	AZEK PRO
Serial Number:	87144681	AZEK PRO REWARDS
Serial Number:	87144758	CPG PRO
Serial Number:	87144777	CPG PRO REWARDS
Serial Number:	86779546	DECKNOLOGY
Serial Number:	86779558	DECKNOLOGY
Serial Number:	86698258	GRAVITY LOCK TECHNOLOGY
Serial Number:	86385684	HAZEL
Serial Number:	86745643	ECLIPSE PARTITIONS
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: jmull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	047780/0026
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/17/2017

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), dated as of May 18, 2017 (the “Effective Date”), is made by and between BARCLAYS BANK PLC (the “Assignor”), as the resigning administrative agent and collateral agent (in such capacities, the “Existing Agent”) under the Term Loan Security Agreement (as defined below), and JEFFERIES FINANCE LLC (the “Assignee”), as the successor administrative agent and collateral agent under the Term Loan Security Agreement.

WHEREAS, CPG INTERNATIONAL LLC and SCRANTON PRODUCTS, INC. (the “Pledgors”) are parties to that certain Term Loan and Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”) in favor of the Existing Agent pursuant to which the Pledgors were required to execute and deliver that certain Trademark Security Agreement dated March 30, 2017 (“Trademark Security Agreement”), sent for recordation at the United States Patent and Trademark Office on May 2, 2017;

WHEREAS, the Assignor and the Assignee, and the certain other parties thereto have entered into that certain Resignation, Consent and Appointment Agreement, dated and effective as of May 18, 2017 (the “Assignment Agreement”), pursuant to which the Assignee has been appointed as successor Administrative Agent under the Term Loan Security Agreement (in such capacities, the “Successor Agent”); and

WHEREAS, as of the Effective Date, pursuant to the terms of the Assignment Agreement, the Existing Agent assigns to the Successor Agent each of the security interests granted to the Existing Agent under the Term Loan Security Agreement, and the Successor Agent assumes all such security interests;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Term Loan Security Agreement or the Trademark Security Agreement, as applicable.
2. Assignment. Assignor hereby confirms that, pursuant to the Assignment Agreement, all right, title and interest in and to the security interests including, without limitation, the security interest and liens granted to the Assignor in the Trademarks identified in Schedule A, have been conveyed, assigned and transferred to Assignee, in its capacity as the Successor Agent, and its successors, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, Assignor, in its capacity as the Existing Agent, hereby conveys, assigns and transfers to Assignee, in its capacity as the Successor Agent, all such right, title and interest in and to such security interests and liens in the Trademarks identified in Schedule A (the “Assignment”), and in connection therewith, Assignor does hereby, without representation or warranty, release, relinquish, terminate, cancel and discharge all of its right, title and interest in and to the Trademarks identified in Schedule A.

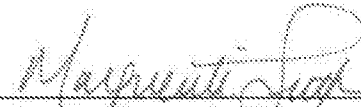
3. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Assignment Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

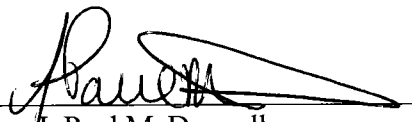
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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BARCLAYS BANK PLC
as Assignor

By: 
Name: Marguerite Sutton
Title: Vice President

JEFFERIES FINANCE LLC
as Assignee

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE A

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	ANTIQUÉ 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
CPG International LLC	HAZELWOOD	4,613,982	86/275,403

Schedule A
Assignment of Security Interest in Trademarks

Owner	Mark	Registration No.	Serial No.
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