

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (6063/0622)		
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: 2			
Property Type	Number	Word Mark	
Serial Number:	87388228	100% SMARTER THAN WOOD	
Serial Number:	87415474	ALLOY ARMOUR TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>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.</i>			
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: 5			

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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 (the “Pledgor”) is party 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 Pledgor was required to execute and deliver that certain Trademark Security Agreement dated May 5, 2017 (“Trademark Security Agreement”), sent for recordation at the United States Patent and Trademark Office on May 18 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.

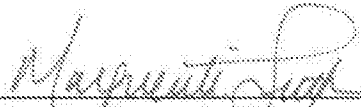
3. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Assignment Agreement and is expressly 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.

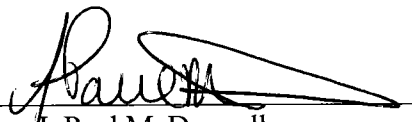
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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

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	100% Smarter Than Wood		87/388,228
CPG International LLC	Alloy Armour Technology		87/415,474