

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (ABL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPG International LLC		06/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Administrative and Collateral Agent		
<b>Street Address:</b>	5022 Gate Parkway		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87415474	ALLOY ARMOUR TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(650) 251-5106		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	047780/0026		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	08/28/2017		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement (ABL) executed#page1.tif			
source=Trademark Security Agreement (ABL) executed#page2.tif			
source=Trademark Security Agreement (ABL) executed#page3.tif			

CH \$40.00 87415474

source=Trademark Security Agreement (ABL) executed#page4.tif

source=Trademark Security Agreement (ABL) executed#page5.tif

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of June 20, 2017, by CPG International LLC (the “Pledgor”), 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 Pledgor is 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 Pledgor is required to execute and deliver this Patent 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 Pledgor hereby agrees 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 Pledgor hereby pledges and grants 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 its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the 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 Pledgor hereby acknowledges and affirms 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 Pledgor 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, the 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.

PLEDGOR:

CPG INTERNATIONAL, LLC

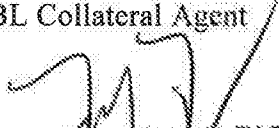
By:   
Name: Chris Eppel  
Title: CFO

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006139 FRAME: 0644**

Consented to and Agreed by:

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as ABL Collateral Agent

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

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

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006139 FRAME: 0645**

**SCHEDULE I to  
Trademark Security Agreement**

**U.S. Trademark Applications and Registrations**

<b>Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>
CPG International LLC	Alloy Armour Technology		87/415,474

*[Schedule I to Trademark Security Agreement (ABL)]*