

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASSOCIATED MATERIALS, LLC		07/21/2020	Limited Liability Company: DELAWARE
GENTEK BUILDING PRODUCTS, INC.		07/21/2020	Corporation: DELAWARE
ASSOCIATED MATERIALS INCORPORATED		07/21/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as US Collateral Agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5307039	ALSIDE JOBSIGHT 3D
Registration Number:	5307040	ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. E
Registration Number:	4117222	FRAMEWORKS
Registration Number:	4602946	FUSION
Registration Number:	4570618	INSTALLED SALES SOLUTIONS
Registration Number:	4606625	MEZZO
Registration Number:	4909812	MONTROSE
Registration Number:	4602860	OPTIGLIDE
Registration Number:	4756972	PERMAFINISH
Registration Number:	4316982	PRESERVATION RESERVE
Registration Number:	4238930	PROMENADE
Registration Number:	4564544	SANCTUARY
Registration Number:	4837474	STEELTEK SUPREME
Serial Number:	88489445	SWIFTLOCK
Serial Number:	88489457	TRIMWORKS

CH \$515.00 5307039

Property Type	Number	Word Mark
Registration Number:	6023009	(GP) ² TECHNOLOGY
Registration Number:	5957875	ASCEND
Serial Number:	88802239	ASCEND COMPOSITE CLADDING SYSTEM
Registration Number:	5996293	CONNECTPRO
Registration Number:	5810202	NEXTSALE

CORRESPONDENCE DATA

Fax Number:

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	07/21/2020

Total Attachments: 5
source=AMI - US Trademark Security Agreement [Executed]#page1.tif
source=AMI - US Trademark Security Agreement [Executed]#page2.tif
source=AMI - US Trademark Security Agreement [Executed]#page3.tif
source=AMI - US Trademark Security Agreement [Executed]#page4.tif
source=AMI - US Trademark Security Agreement [Executed]#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”), dated as of July 21, 2020, among the Persons listed on the signature pages hereof (the “Grantors”), and UBS AG, STAMFORD BRANCH, as US collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “US Collateral Agent”).

Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the US SECURITY AGREEMENT, dated as of October 13, 2010 (as amended by that certain Amendment No. 1 to US Security Agreement, dated as of April 26, 2013, and by that certain Amendment No. 2 to US Security Agreement, dated as of November 22, 2016, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “US Security Agreement”), among ASSOCIATED MATERIALS INCORPORATED (f/k/a AMH INTERMEDIATE HOLDINGS CORP. and CAREY INTERMEDIATE HOLDINGS CORP.), a Delaware corporation (“Holdings”), ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the “Company”), and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a “US Subsidiary Grantor” and, collectively, the “US Subsidiary Grantors”; and, together with Holdings and the Company, collectively, the “US Grantors”), and the US Collateral Agent.

The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of that certain Second Amended and Restated Revolving Credit Agreement, dated as of November 22, 2016 (as amended by Incremental Amendment No. 1 to Second Amended and Restated Credit Agreement dated as of June 8, 2018, Amendment No. 1 to Second Amended and Restated Revolving Credit Agreement dated as of February 1, 2019, Amendment No. 2 to Second Amended and Restated Revolving Credit Agreement dated as of June 28, 2019, Amendment No. 3 to Second Amended and Restated Revolving Credit Agreement dated as of November 5, 2019 and Incremental Amendment No. 2 to Second Amended and Restated Credit Agreement dated as of March 4, 2020, and as further amended, restated, amended and restated, supplemented or modified to date, the “Credit Agreement”) shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

Pursuant to Section 4.4(e) of the US Security Agreement, each Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the US Security Agreement to the US Collateral Agent in such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the US Collateral Agent and Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the US Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto and all goodwill of the business connected with the use of, and symbolized by, each such Trademark (collectively, the “Collateral”). Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any intellectual property, including United States intent-to-use trademark applications, to the extent that and for so long as the creation of a security interest therein would invalidate or impair the enforceability or validity of the Grantors’ right, title or interest therein.

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the US Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the US Collateral Agent with respect to the Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the US Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

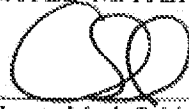
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to the Grantors shall be given to it in care of the Company at the Company’s address set forth in Section 13.2 of the Credit Agreement.

SECTION 9. Expenses. Each Grantor agrees to reimburse the US Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the US Collateral Agent.

[Signature pages follow]

IN WITNESS WHEREOF, Grantors and the US Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

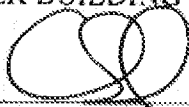
ASSOCIATED MATERIALS, LLC

By: 
Name: Mark Schie
Title: Executive Vice President, Chief
Financial Officer

ASSOCIATED MATERIALS INCORPORATED

By: 
Name: Mark Schie
Title: Executive Vice President, Chief
Financial Officer


GENTEK BUILDING PRODUCTS, INC.

By: 
Name: Mark Schie
Title: Executive Vice President, Chief
Financial Officer

[Intellectual Property Security Agreement (Trademarks)]

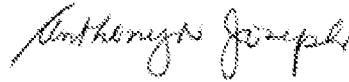
UBS AG, STAMFORD BRANCH,
as US Collateral Agent

By:



Name: Darlene Arias
Title: Director

By:



Name: Anthony Joseph
Title: Associate Director

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Trademark	Owner	Country	Status	App #	Filed	Reg #	Reg Date
ALSIDE JOBSIGHT 3D	Associated Materials, LLC	US	Registered	86/695,234	7/16/15	5307039	10/10/17
ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. ESTIMATE. & Design	Associated Materials, LLC	US	Registered	86/695,246	7/16/15	5307040	10/10/17
FRAMEWORKS	Associated Materials, LLC	US	Registered	85/245,122	2/17/11	4117222	3/27/12
FUSION	Associated Materials, LLC	US	Registered	86/031,520	8/7/13	4602946	9/9/14
INSTALLED SALES SOLUTIONS (Stylized) & Design	Associated Materials, LLC	US	Registered	85/705,407	8/16/12	4570618	7/22/14
MEZZO	Associated Materials, LLC	US	Registered	85/951,229	6/5/13	4606625	9/16/14
MONROSE	Associated Materials, LLC	US	Registered	86/469,346	12/2/14	4909812	3/1/16
OPTIGLIDE	Associated Materials, LLC	US	Registered	86/006,720	7/10/13	4602860	9/9/14
PERMAFINISH	Gentek Building Products, Inc.	US	Registered	86/190,827	2/11/14	4756972	6/16/15
PRESERVATION RESERVE	Associated Materials, LLC	US	Registered	85/705,029	8/16/12	4316982	4/9/13
PROMENADE	Associated Materials, LLC	US	Registered	85/416,371	9/7/11	4238930	11/6/12
SANCTUARY	Associated Materials, LLC	US	Registered	85/430,660	9/23/11	4564544	7/8/14
STEELTEK SUPREME	Gentek Building Products, Inc.	US	Registered	86/190,812	2/11/14	4837474	10/20/15
SWIFLOCK	Associated Materials, LLC	US	Pending	88/489,445	6/26/19		
TRIMWORKS	Associated Materials, LLC	US	Pending	88/489,457	6/26/19		
(GP) ² TECHNOLOGY	Associated Materials, LLC	US	Registered	88596023	8/28/19	6023009	3/31/20
ASCEND	Associated Materials, LLC	US	Registered	88428958	5/14/19	5957875	1/7/20
ASCEND COMPOSITE CLADDING SYSTEM and Design	Associated Materials, LLC	US	Pending	88802239	2/19/20		
CONNECTPRO	Associated Materials, LLC	US	Registered	88558902	8/1/19	5996293	2/25/20
NEXTSALE	Associated Materials, LLC	US	Registered	87886162	4/20/19	5810202	7/23/19