

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gentek Building Products, Inc.		08/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	1593047	ADVANTAGE	
Registration Number:	2706936	AMHERST	
Registration Number:	3005066	BLUEPRINT SERIES	
Registration Number:	1309643	CEDARWOOD	
Registration Number:	1403757	CEDARWOOD	
Registration Number:	2426917		
Registration Number:	2182235		
Registration Number:	2515846	COLOR CLEAR THROUGH	
Registration Number:	2539266	COLOR CLEAR THROUGH	
Registration Number:	2709166	CONCORD	
Registration Number:	3627447	DEALER OF DISTINCTION	
Registration Number:	1231131	DRIFTWOOD	
Registration Number:	2728990	DRIFTWOOD	
Registration Number:	3871559	ENERGYLOGIX	
Registration Number:	3935612	ENFUSION	
Registration Number:	2178369	FAIRWEATHER	
Registration Number:	2419250	GENTEK	
Registration Number:	2182231	GENTEK	
Registration Number:	2421398	GENTEK	

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Property Type	Number	Word Mark
Registration Number:	3133823	GENTEK BUILDER SERIES
Registration Number:	3796848	GENTEK MY DESIGN HOME STUDIO
Registration Number:	2176755	OXFORD
Registration Number:	4756972	PERMAFINISH
Registration Number:	3496994	PORTFOLIO
Registration Number:	3796849	REVERE MY DESIGN HOME STUDIO
Registration Number:	2734559	SEQUOIA SELECT
Registration Number:	3672099	SEQUOIA SELECT
Registration Number:	1788166	SIGNATURE
Registration Number:	1942268	SIGNATURE SUPREME
Registration Number:	3585207	SOVEREIGN
Registration Number:	3585208	SOVEREIGN SELECT
Registration Number:	3902721	SOVEREIGN SELECT ENERGY SMART
Registration Number:	1685992	STEELSIDE
Registration Number:	4837474	STEELTEK SUPREME
Registration Number:	3971488	TRILOGY
Registration Number:	3163566	TRIMESSENTIALS BY GENTEK
Registration Number:	3143105	TRIMESSENTIALS BY REVERE

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 415-261-6538

Email: kgalt@mofo.com

Correspondent Name: Muzamil Huq, Morrison & Foerster LLP

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 56172.1050

NAME OF SUBMITTER: Muzamil Huq

SIGNATURE: /Muzamil Huq/

DATE SIGNED: 08/31/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 24, 2020, by and between the Person listed on the signature pages hereof (the "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as notes collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Notes Collateral Agent").

A. 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 that certain U.S. Notes Security Agreement, dated as of August 24, 2020 (the "U.S. Notes Security Agreement"), by and among ASSOCIATED MATERIALS, LLC, a Delaware limited liability company, AMH NEW FINANCE, INC., a Delaware corporation (individually, a "Company", and collectively, the "Companies"), each of the subsidiaries of the Companies listed on Annex A thereto, and the Notes Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Indenture shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(f) of the U.S. Notes Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Security Interest granted under the U.S. Notes Security Agreement to the Notes Collateral Agent in the Grantor's United States Registered Intellectual Property and IP License Agreements in which a Grantor is listed as an exclusive licensee of any Copyright registration 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 and IP License Agreements in which a Grantor is listed as an exclusive licensee of any Copyright registration.

Accordingly, the Notes Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent for the ratable benefit of the Secured Parties a Security Interest and continuing lien in all of the 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").

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations (including, without limitation, amounts which would be owed to the Notes 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 Grantor).

SECTION 3. Recordation. The Grantor hereby 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 Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. Notes Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Notes 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 Trademark Security Agreement and the terms of the U.S. Notes Security Agreement, the terms of the U.S. Notes Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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 TRADEMARK 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 Trademark 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 U.S. Notes 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 13.02 of the Indenture.

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

SECTION 10. Concerning the Notes Collateral Agent. WTNA is entering this Trademark Security Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture and the Other Pari Passu Lien Obligations Agreement, including without limitation those set forth in Article 11 of the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

IN WITNESS WHEREOF, the Grantor and the Notes Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By: 
Name: Mark Schie
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Gentek)]

TRADEMARK
REEL: 007039 FRAME: 0224

IN WITNESS WHEREOF, the Grantor and the Notes Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By: _____

Name:

Title:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: Barry D. Somrock _____

Name: Barry D. Somrock

Title: Vice President

SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Trademark	App No.	Reg No.
ADVANTAGE	73/813,522	1593047
AMHERST	76/425,066	2706936
BLUEPRINT SERIES	78/368,665	3005066
CEDARWOOD	73/439,485	1309643
CEDARWOOD	73/573,853	1403757
Checkmarks Design	75/922,587	2426917
Checkmarks Design	75/311,151	2182235
COLOR CLEAR THROUGH	75/608,038	2515846
COLOR CLEAR THROUGH	75/980,482	2539266
CONCORD	76/422,216	2709166
DEALER OF DISTINCTION	77/022,898	3627447
DRIFTWOOD	73/354,281	1231131
DRIFTWOOD	76/441,508	2728990
ENERGYLOGIX	77/925,967	3871559
ENFUSION	77/927,257	3935612
FAIRWEATHER	75/314,281	2178369
GENTEK	75/921,141	2419250
GENTEK & Design	75/310,736	2182231
GENTEK & Design	75/920,926	2421398
GENTEK BUILDER SERIES	78/374,795	3133823
GENTEK MY DESIGN HOME STUDIO & Design	77/648,571	3796848
OXFORD	75/314,277	2176755
PERMAFINISH	86/190,827	4756972
PORTFOLIO	78/522,608	3496994
REVERE MY DESIGN HOME STUDIO & Design	77/648,599	3796849
SEQUOIA SELECT	76/446,200	2734559
SEQUOIA SELECT & Design	77/613,594	3672099
SIGNATURE	74/342,489	1788166
SIGNATURE SUPREME	74/548,203	1942268
SOVEREIGN	77/110,793	3585207
SOVEREIGN SELECT	77/110,803	3585208
SOVEREIGN SELECT ENERGY SMART	77/870,231	3902721
STEELSIDE	74/070,483	1685992
STEELTEK SUPREME	86/190,812	4837474
TRILOGY	77/937,960	3971488
TRIMESSENTIALS BY GENTEK	78/439,074	3163566

Trademark	App No.	Reg No.
TRIMESSENTIALS BY REVERE	78/439,083	3143105

ny-1959877

RECORDED: 08/31/2020

**TRADEMARK
REEL: 007039 FRAME: 0227**