

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Term Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPG International LLC		04/11/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mailcode NC1 - 001 -05 - 45 Mac Legal		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6914596	TRAX	
Registration Number:	6761326	EDGELOC	
Serial Number:	90617987	RIDGE SERIES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049268-0484		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	04/12/2023		
Total Attachments: 5			
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Trademark Security Agreement

Trademark Security Agreement, dated as of April 11, 2023, by CPG International LLC (the “**Pledgor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) pursuant to the Term Loan Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Guarantee and Collateral Agreement dated as of April 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Term Loan Security Agreement**”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Loan Security Agreement and used herein have the meaning given to them in the Term Loan Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in or to the following Article 9 Collateral of the Pledgor (collectively, the “**Trademark Collateral**”):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto, and all renewals thereof;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and
- (e) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing (in each case (a) through (e), other than Excluded Assets).

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any United States “intent to use” Trademark application filed pursuant to Section 1(b) of the Lanham Act to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Pledgor’s right, title or interest therein or any Trademark registration that issues as a result of such application under applicable federal law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. **Recordation.** This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. **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 pursuant to the Term Loan Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Term Loan 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 Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control.

SECTION 5. **Termination.** Upon termination of the Security Interest in accordance with Section 7.15 of the Term Loan Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security interest pledged and granted in the Trademark Collateral pursuant to this Trademark Security Agreement.

SECTION 6. **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. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original

SECTION 7. **Governing Law.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

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:

CPC International LLC

By: 

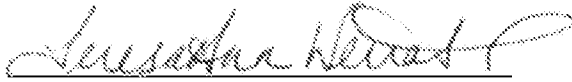
Name: Morgan Walbridge

Title: SVP & Chief Legal Officer

[Signature Page to Trademark Security Agreement (Term Loan)]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Teresa Weirath

Title: Vice President

**SCHEDULE I to
Trademark Security Agreement**

U.S. Trademark Applications and Registrations

Holder	Mark	Application No.	Application Date	Registration No.	Registration Date
CPG International LLC	TRAX	88/949,525	June 5, 2020	6914596	November 29, 2022
CPG International LLC	RIDGE SERIES	90/617,987	April 1, 2021	---	---
CPG International LLC	EDGELOC (STYLIZED)	90/128,861	August 21, 2020	6761326	June 14, 2022

[Schedule I to Trademark Security Agreement (Term Loan)]