

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		11/01/2023	Aktiengesellschaft (Ag): GERMANY
RECEIVING PARTY DATA			
Name:	THE AZEK GROUP LLC (F/K/A CPG INTERNATIONAL LLC)		
Street Address:	1330 W. FULTON STREET		
Internal Address:	SUITE 350		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5096513	CELTEC VIVID WHITE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	022537/0228		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	11/03/2023		
Total Attachments: 4			
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Partial Release of Trademark Security

This **Partial Release of Trademark Security** (this "**Partial Release**"), dated as of November 1, 2023, is made by DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and collateral agent (in such capacities, the "**Administrative Agent**"), in favor of The AZEK Group LLC (f/k/a CPG International LLC) (the "**Pledgor**").

WITNESSETH:

WHEREAS, (i) the Pledgor and the Administrative Agent and others are party to that certain ABL Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Security Agreement**"), and (ii) the Pledgor, Scranton Products, Inc. ("**Scranton**") and the Administrative Agent are party to that certain Trademark Security Agreement, dated March 9, 2017, recorded on May 2, 2017 at Reel/Frame 6047/0214 (the "**Trademark Security Agreement**");

WHEREAS, pursuant to the ABL Security Agreement and the Trademark Security Agreement, the Pledgor and Scranton each pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to (collectively, the "**Security Interest**") all of their respective right, title and interest in, to and under (a) Trademarks of such Pledgor listed on Schedule I attached thereto; (b) all goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the "**Trademark Collateral**");

WHEREAS, the Pledgor and Scranton are parties to that certain Assignment, dated November 10, 2020, recorded on November 12, 2020 at Reel/Frame 7104/0446, pursuant to which Scranton assigned its entire right, title and interest in certain of the Released Trademark Collateral to Pledgor;

WHEREAS, the Trademark Collateral included, among other things, (a) the Trademarks of the Pledgor listed on **Schedule A** attached hereto, (b) all goodwill associated with such Trademarks, and (c) any and all proceeds of the foregoing (a) and (b) (other than Excluded Assets) ((a) through (c) collectively, the "**Released Trademark Collateral**"); and

WHEREAS, the Administrative Agent has agreed to provide this Partial Release in order to terminate and release its Security Interest solely in and to the Released Trademark Collateral granted by the Pledgor under the ABL Security Agreement and the Trademark Security Agreement and re-assign any and all rights in the same to the Pledgor.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms of this Partial Release, the Administrative Agent hereby agrees 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. Release of Security Interest in Released Trademark Collateral. The Administrative Agent hereby, without representation, warranty or recourse of any kind, terminates, releases, relinquishes and discharges fully all of its Security Interest in and to the Released Trademark Collateral granted by the Pledgor under the ABL Security Agreement and the Trademark Security Agreement to the Administrative Agent for the benefit of itself and the other Secured Parties.

If and to the extent that the Administrative Agent has acquired any right, title or interest in or to the Released Trademark Collateral under the ABL Security Agreement or the Trademark Security Agreement, as applicable, the Administrative Agent hereby re-assigns and re-transfers to the Pledgor, without representation, warranty or recourse of any kind, any and all such right, title or interest.

SECTION 3. Partial Release. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral arising under the ABL Security Agreement or the Trademark Security Agreement, as applicable. Except as expressly modified hereby, the Trademark Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date thereof.

SECTION 4. Recordation. The Administrative Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Release.

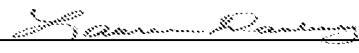
SECTION 5. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By:  _____
Name:
Title:

By:  _____
Name:
Title:

SCHEDULE A to
Partial Release of Trademark Security

U.S. Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
Celtec Vivid White	86/692,457	Jul 14, 2015	5096513	Dec 6, 2016

[Schedule A to Partial Release of Trademark Security (ABL)]