

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The AZEK Group LLC		11/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vycom LLC		
Street Address:	888 North Keyser Avenue		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18504		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3907933	VYCOM	
Registration Number:	1458348	CELTEC	
Registration Number:	5096513	CELTEC VIVID WHITE	
Registration Number:	3186396	ULTRA WHITE	
Registration Number:	2452876	FLAMETEC	
Registration Number:	2930670	SEABOARD	
Registration Number:	2945194	GRIP X	
Registration Number:	1833834	HITEC	
Registration Number:	1821344	PROTEC	
Registration Number:	1821342	VINTEC	
Registration Number:	2945195	PLAYBOARD	
Registration Number:	4469870	ENDURABOND	
Registration Number:	4319071	DESIGNBOARD	
Registration Number:	5879898	DESIGNBOARD	
Registration Number:	3911214	POLYCARVE	
Registration Number:	5940218	TIMBERLINE	
Registration Number:	6381221	DIGILITE	
Registration Number:	6296747	STREAMLITE	
Registration Number:	6107117	GRIP EX	

CH \$490.00 3907933

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128622000**Email:** rob.soneson@kirkland.com**Correspondent Name:** Rob Soneson**Address Line 1:** 300 N LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60642**ATTORNEY DOCKET NUMBER:** 46124-8**NAME OF SUBMITTER:** Rob Soneson**SIGNATURE:** /rsoneson/**DATE SIGNED:** 11/10/2023**Total Attachments: 7**

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into as of November 1, 2023 (this “Assignment Agreement”), by and between The AZEK Group LLC, a Delaware limited liability company with a principal place of business of 888 North Keyser Avenue, Scranton, Pennsylvania, 18504 (“Assignor”), and Vycom LLC, a Delaware limited liability company with a principal place of business of 888 North Keyser Avenue, Scranton, Pennsylvania, 18504 (“Assignee”).

A. Assignor, Assignee, and certain other parties thereto have entered into that certain Equity Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, that Assignor shall sell, assign, convey, transfer, and deliver to Plaskolite, LLC the Company Units (as that term is defined in the Purchase Agreement);

B. Pursuant to the Purchase Agreement, Assignor and Assignee have entered into that certain Contribution, Assignment, and Assumption Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Contribution Agreement”), providing, subject to the terms and conditions set forth therein, for the contribution, conveyance, assignment, transfer, and delivery from Assignor to Assignee and its successors and assigns forever, all of Assignor’s and its Affiliates’ right, title, and interest in and to the Transferred Assets (as that term is defined in the Contribution Agreement), including certain Transferred Intellectual Property (as that term is defined in the Contribution Agreement);

C. The execution and delivery of this Assignment Agreement is required pursuant to the closing of the transactions contemplated by the Purchase Agreement; and

D. Assignor is willing to assign to Assignee all rights it may have in and to all Transferred Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Contribution Agreement.

2. Assignment. Effective as of the date hereof, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, all of Assignor’s and its Affiliates’ worldwide right, title and interest in and to all Transferred Intellectual Property, including without limitation all worldwide right, title and interest in and to any of the following that are Transferred Intellectual Property:

(a) patents and applications (including any provisional, utility, continuation, continuation-in-part or divisional applications) therefor and all reissues, divisionals, provisionals, revisions, renewals, extensions, continuations, continuations-in-part and all reexamination certificates issuing therefrom, including the patents and patent applications identified in Exhibit A attached hereto (the “Transferred Patents”), together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable;

(b) Trademarks and Internet domain names and all goodwill associated therewith, including the trademark applications and registrations, common law trademarks, and domain names identified in Exhibit A (the “Transferred Trademarks”), all goodwill associated with any of the foregoing;

(c) works of authorship, copyrights, and registrations and applications therefor, including the copyrights applications and registrations identified in Exhibit A (the “Transferred Copyrights”);

(d) trade secrets, inventions and invention disclosures, formulae, recipes, specifications (including information regarding materials, ingredients, tools, apparatus, sources and vendors), procedures, processes, methods, techniques, ideas, creations, improvements, know-how, research and development, technical data, designs, models, algorithms, and similar confidential information;

(e) any of the foregoing rights in the foregoing subsections (a) through (d) in Software or data (the foregoing rights under subsections (a) through (e) are collectively referred to as the “Assigned Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Intellectual Property in the name of Assignee; and

(g) all proceeds, causes of action, and rights of recovery and collection, and rights to sue and recover damages from and against third parties for past and future infringement, misappropriation or other violation or impairment of any of the foregoing rights in the Assigned Intellectual Property and royalties, fees, income and other payments and proceeds due or accrued or arising from any of the Assigned Intellectual Property.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Transferred Trademarks and Transferred Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall execute any assignments or other documents reasonably requested by Assignee that are necessary to confirm, perfect or record the foregoing assignment of the Assigned Intellectual Property and shall reasonably assist Assignee in transferring all domain names that are Assigned Intellectual Property to Assignee, including as applicable, placing each of such domain names in “unlocked” status and provide Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Assignee.

5. Other Definitional and Interpretive Matters. Section 12.15 of the Purchase Agreement is hereby incorporated by referenced.

6. Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. All Actions arising out of or relating to this Assignment

Agreement shall be heard and determined exclusively in any state or federal court sitting in the state of Delaware. Consistent with the preceding sentence, each of the parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the state of Delaware for the purpose of any Action arising out of or relating to this Assignment Agreement brought by any party and (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment Agreement or the transactions contemplated by this Assignment Agreement may not be enforced in or by any of the above-named courts. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS ASSIGNMENT AGREEMENT OR THE SUBJECT MATTER HEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS SECTION 6 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS ASSIGNMENT AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

7. Counterparts. This Assignment Agreement and all other documents related hereto may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The execution of this Assignment Agreement and any agreement or instrument entered into in connection with this Assignment Agreement, and any amendment hereto or thereto, by any of the parties may be evidenced by way of a facsimile, portable document format (.pdf) transmission, or other electronic transmission of such party's signature, and such facsimile, portable document format (.pdf), or other electronically transmitted signature shall be deemed to constitute the original signature of such party.

8. No Waiver. No waiver by either party of any default by any other will be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver will be taken or held to be a waiver by such party of any other preceding or subsequent default.

9. Binding Agreement; No Third Party Beneficiaries. This Assignment Agreement shall be binding on and inure to the benefit of Assignee, Assignor and all of their respective successors and assigns. This Assignment Agreement will not confer any rights upon any Person other than the parties and their respective successors and assigns.


10. Entire Agreement; Amendment. This Assignment Agreement and the Contribution Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Assigned Intellectual Property by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

THE AZEK GROUP LLC

By:  _____

Name: Peter Clifford
Title: Senior Vice President and Chief Financial Officer

ASSIGNEE:

VYCOM LLC

By:  _____

Name: Peter Clifford
Title: Vice President and Treasurer

EXHIBIT A

Transferred Intellectual Property

Patents

None.

Trademarks

Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Vycom	US	Registered	85/058,299	Jun 9, 2010	3907933	Jan 18, 2011
Celtec	US	Registered	73/646,733	Feb 17, 1987	1458348	Sep 22, 1987
Celtec Vivid White	US	Registered	86/692,457	Jul 14, 2015	5096513	Dec 6, 2016
Ultra White	US	Registered	78/757,958	Nov 21, 2005	3186396	Dec 19, 2006
Flametec	US	Registered	75/905,554	Jan 25, 2000	2452876	May 22, 2001
Seaboard	US	Registered	78/308,394	Oct 2, 2003	2930670	Mar 8, 2005
Grip-X	US	Registered	78/283,715	Aug 6, 2003	2945194	Apr 26, 2005
Hitec	US	Registered	74/396,883	Jun 1, 1993	1833834	May 3, 1994
Protec	US	Registered	74/396,884	Jun 1, 1993	1821344	Feb 15, 1994
Vintec	US	Registered	74/396,882	Jun 1, 1993	1821342	Feb 15, 1994
Playboard	US	Registered	78/283,720	Aug 6, 2003	2945195	Apr 26, 2005
Endurabond	US	Registered	85/944,758	May 29, 2013	4469870	Jan 21, 2014
Designboard	US	Registered	85/428,383	Sep 21, 2011	4319071	Apr 9, 2013
Designboard	US	Registered	88/373,137	Apr 5, 2019	5879898	Oct 8, 2019
Polycarve	US	Registered	85/070,828	Jun 24, 2010	3911214	Jan 25, 2011

Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
Timberline	US	Registered	88/393/950	Apr 19, 2019	5940218	Dec 17, 2019
Digilite	US	Registered	88/649,184	Oct 10, 2019	6381221	Jun 8, 2021
Streamlite	US	Registered	88/808,092	Feb 24, 2020	6296747	Mar 16, 2021
CELTEC	Australia	Registered	613822	Oct 14, 1993	613822	Oct. 14, 1993
CELTEC	Mexico	Registered	1114618	Aug 25, 2010	1198969	Jan 27, 2011
CELTEC	New Zealand	Registered	230946	Oct 11, 1993	230946	Dec 4, 1996
CELTEC VIVID WHITE	Australia	Registered	1741473	Dec 15, 2015	1741473	Dec 15, 2015
CELTEC VIVID WHITE	Canada	Registered	1785461	Jun 3, 2016	TMA998883	Jun 12, 2018
CELTEC VIVID WHITE	Mexico	Registered	1703450	Jan 14, 2016	1642676	Jun 3, 2016
ENDURABON D	Mexico	Registered	1427500	Oct 30, 2013	1435684	Feb 19, 2014
FLAME TEC	Germany	Registered	30055516.4	Jul 25, 2000	30055516	Apr 2, 2001

Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
FLAMETEC	Germany	Registered	30202011035 5.3	Jul 29, 2020	302020110355	Aug 12, 2020
FLAMETEC	Japan	Registered	2000-81494	Jul 24, 2000	4445565	Jan 12, 2001
POLYCARVE	Canada	Registered	1508691	Dec 21, 2010	TMA834523	Oct 17, 2012
SEABOARD	Australia	Registered	996221	Apr 1, 2004	996221	April 1, 2004
SEABOARD	Canada	Registered	1212045	Apr 2, 2004	TMA657224	Jan 24, 2006
STREAMLITE	Canada	Pending	2045712	Aug 13, 2020		
VINTEC	Australia	Registered	613823	Oct 14, 1993	613823	Oct 14, 1993
VINTEC	New Zealand	Registered	230947	Oct 11, 1993	230947	Jul 11, 1997
VYCOM	Canada	Registered	1506786	Dec 7, 2010	TMA813244	Dec 2, 2011
Grip Ex	US	Registered	6107117	88750833	July 21, 2020	6107117