# CH \$465.00 39079

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM865152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PLASKOLITE PENNSYLVANIA, LLC		12/29/2023	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Chartered Bank: NEW YORK		

## **PROPERTY NUMBERS Total: 18**

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:	5879898	DESIGNBOARD
Registration Number:	3911214	POLYCARVE
Registration Number:	5940218	TIMBERLINE
Registration Number:	6381221	DIGILITE
Registration Number:	6296747	STREAMLITE
Registration Number:	6107117	GRIP EX

TRADEMARK REEL: 008306 FRAME: 0085

900825172

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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:** 2028357500

**Email:** dcip@milbank.com **Correspondent Name:** Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.96165
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/02/2024

#### **Total Attachments: 7**

source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page1.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page2.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page3.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page4.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page5.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page6.tif source=Plaskolite PA Joinder - 1L - Trademark Security Agreement (Dec-29-23) (Executed)#page7.tif

#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by the entity identified as a grantor on the signature page hereto (the "**Grantor**,") in favor of Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of December 18, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

#### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"); provided that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith*, *including registrations and registration applications in the United* States Patent and Trademark Office ("USPTO"), including the registrations and registrations applications listed in

<u>Schedule A</u> hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,
- (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and
- (iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

#### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

#### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

#### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF,** each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

# PLASKOLITE PENNSYLVANIA, LLC

By:

Name: Peter Lynch

Title: Co-President and Chief Financial Officer

**REEL: 008306 FRAME: 0090** 

# GOLDMAN SACHS BANK USA,

as Collateral Agent

Name: Luke Qiu

Title: Authorized Signatory

**REEL: 008306 FRAME: 0091** 

# $\begin{array}{c} \text{SCHEDULE A} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

# TRADEMARK REGISTRATIONS AND APPLICATIONS

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	88/373,137	Apr 5, 2019	5879898	Oct 8, 2019
POLYCARVE	US	Registered	85/070,828	Jun 24, 2010	3911214	Jan 25, 2011
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

Mark	Country	Status	Application Number	Date Filed	Registration Number	Registration Date
STREAMLITE	US	Registered	88/808,092	Feb 24, 2020	6296747	Mar 16, 2021
GRIP EX	US	Registered	88750833	Jan 8, 2020	6107117	July 21, 2020

**RECORDED: 01/02/2024**