

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest and Termination of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Branch Banking and Trust Company of Virginia		11/15/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Trex Company, Inc.
Street Address:	160 Exeter Drive
City:	Winchester
State/Country:	VIRGINIA
Postal Code:	22603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2538495	THE DECK OF A LIFETIME
Registration Number:	2325943	TREX EASY CARE DECKING
Registration Number:	2325940	NO SEALING NO SPLINTERS NO HASSLES
Registration Number:	2470104	TREX WOOD POLYMER
Registration Number:	2259151	EASY CARE DECKING
Registration Number:	1938516	TREX
Registration Number:	1881449	TREX

CORRESPONDENCE DATA

Fax Number: (804)698-5142
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (804) 697-1278
 Email: trademarks@troutmansanders.com
 Correspondent Name: Robert L. Brooke
 Address Line 1: 600 Peachtree Street, N.E., Suite 5200
 Address Line 2: Bank of America Plaza
 Address Line 4: Atlanta, GEORGIA 30308-2216

OP \$190.00 2538495

ATTORNEY DOCKET NUMBER:

204750.394

NAME OF SUBMITTER:

Robert L. Brooke

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST AND
TERMINATION OF SECURITY AGREEMENT**

THIS RELEASE OF SECURITY INTEREST AND TERMINATION OF SECURITY AGREEMENT (this "Release Agreement") is dated as of the 15th day of November, 2004, by and between **BRANCH BANKING AND TRUST COMPANY OF VIRGINIA**, as Collateral Agent for the Secured Parties (as hereinafter defined) (the "Collateral Agent"), and **TREX COMPANY, INC.**, a Delaware corporation, for itself and as successor by merger to TREX Company, LLC, a Delaware limited liability company (the "Company").

A. The Company and the Collateral Agent are parties to the Security Agreement dated as of June 19, 2002 (the "Security Agreement"), pursuant to which the Company granted to the Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in the Collateral (as defined in the Security Agreement).

B. The Secured Parties, the Collateral Agent and the Company are parties to the Termination of Intercreditor and Collateral Agency Agreement dated as of November 1, 2004, pursuant to which the Secured Parties authorized the Collateral Agent to (i) execute, deliver, file and record, as applicable, all agreements, documents, instruments, Uniform Commercial Code financing statements and amendments, and all such other papers as are necessary or advisable to release all security interests, liens and other encumbrances granted or otherwise held by it as collateral agent in or to the Collateral and/or any other collateral under or in connection with the Security Agreement, (ii) deliver to the Company any documents, instruments, agreements or other papers held by the Collateral Agent as collateral agent under or in connection with the Security Agreement and (iii) terminate the Security Agreement.

C. The Company has requested that the Collateral Agent execute this Release Agreement to evidence its release of its security interest in the Collateral and to terminate the Security Agreement.

NOW, THEREFORE, for and in consideration of the premises, the sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. *Release of Security Interest.* The Collateral Agent hereby releases its security interest in, assignment of and lien on the Collateral, including without limitation its security interest in, assignment of and lien on the patents and trademarks of the Company described on Exhibit A attached hereto and made a part hereof (the "IP Collateral"). Promptly after this Release Agreement has been executed and delivered by the Company, the Collateral Agent shall, at the Company's sole cost and expense, (i) file UCC termination statements that will terminate of record the UCC financing statements described on Exhibit B attached hereto and made a part hereof and (ii) file such documents as are necessary with the United States Patent and Trademark Office to evidence the release of the Collateral Agent's security interest in the IP Collateral. The Collateral Agent hereby agrees, promptly after a written request by the Company therefor and at the Company's sole cost and expense, to execute, deliver, file and record, as applicable, all other agreements, documents, instruments, Uniform Commercial Code financing statements and amendments, and all such other papers as the Company shall reasonably request to release all

other security interests, liens and other encumbrances granted or otherwise held by the Collateral Agent as collateral agent in or to the Collateral.

2. *Termination of Security Agreement.* The Company hereby agrees that the Collateral Agent is hereby irrevocably released and discharged from any and all duties, responsibilities and other obligations of every kind or nature whatsoever under or in connection with the Security Agreement. The Collateral Agent and the Company hereby agree that the Security Agreement is irrevocably terminated.

3. *Indemnification.* The Company hereby agrees to indemnify the Collateral Agent in its capacity as collateral agent against, and to hold the Collateral Agent harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements or any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against the Collateral Agent, in any way relating to or arising out of the Security Agreement or this Release Agreement or the transactions contemplated hereby or thereby or any action taken or omitted by the Collateral Agent in connection with any of the foregoing; *provided* that the Company shall not be liable to the Collateral Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from the Collateral Agent's gross negligence or willful misconduct.

4. *Representations and Warranties.* Each of the Collateral Agent and the Company hereby represents and warrants to the other that:

(a) (i) (A) With respect to the Company, it is a corporation duly organized, existing and in good standing under the laws of the State of Delaware and (B) with respect to the Collateral Agent, it is a state banking corporation duly incorporated and existing under the laws of the Commonwealth of Virginia, and (ii) each of the Company and the Collateral Agent has all requisite power (corporate or otherwise) to own its own property and conduct its business as now conducted and as presently contemplated.

(b) The execution, delivery and performance by the Company or the Collateral Agent, as applicable, of this Release Agreement has been duly authorized by all necessary proceedings (corporate or otherwise) and does not and will not contravene any provision of law, its charter or by-laws or any amendment thereof, or of any indenture, agreement, instrument or undertaking binding on the Company or the Collateral Agent, as applicable.

(c) The execution, delivery and performance by the Company or the Collateral Agent of this Release Agreement will result in a valid and legally binding obligation of the Company or the Collateral Agent, as applicable, enforceable in accordance with its terms.

5. *Miscellaneous.*

(a) This Release Agreement represents the entire agreement between the Collateral Agent and the Company in respect of the subject matter hereof.

(b) Notices hereunder shall be given to the Company and to the Collateral Agent at their respective addresses as set forth in the Credit Agreement (as defined in the Security Agreement), or at such other address as may be designated by each in a written notice to the other party hereto.

(c) This Release Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Company and their respective successors and assigns.

(d) All amendments, waivers or consents of any provision of this Release Agreement shall be effective only if the same shall be in writing and signed by the Collateral Agent and the Company.

(e) This Release Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflicts of law principles.

(f) This Release Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Release Agreement by signing any such counterpart.


(g) In case any one or more of the provisions contained in this Release Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Release Agreement shall not in any way be affected or impaired thereby.

(h) In the event of any litigation to enforce this Release Agreement against either party hereto, the prevailing party shall be entitled to its reasonable attorney's fees incurred in connection with such enforcement (including the allocated costs of in-house counsel). provided, however, this Section 5(h) shall not limit or modify in any way any of the Company's obligations under the Credit Agreement.


[Signatures appear on following page]

IN WITNESS WHEREOF, each of the Collateral Agent and the Company has caused this Release Agreement to be executed by its duly authorized officer under seal as of the date first written above.

**BRANCH BANKING AND TRUST COMPANY
OF VIRGINIA, AS COLLATERAL AGENT**

By:  (SEAL)
Name: David A. Chavell
Title: Senior Vice Pres

**TREX COMPANY, INC, FOR ITSELF AND AS
SUCCESSOR BY MERGER TO TREX
COMPANY, LLC**

By:  (SEAL)
Name: Paul D. Fletcher
Title: SVP, CFO

#1315261v3
204750.394

Exhibit A

Patents and Trademarks

Patents

<u>Patent Owner</u>	<u>Patent Name</u>	<u>Patent/Application Number</u>
TREX Company, Inc., successor by merger to Trex Company, LLC	Spacing Tool	6,385,858
TREX Company, Inc., successor by merger to Trex Company, LLC	Process for Making a Wood- Thermoplastic Composite	5,851,469
TREX Company, Inc., successor by merger to Trex Company, LLC	Process for Making a Wood- Thermoplastic Composite Material	5,746,958
TREX Company, Inc., successor by merger to Trex Company, LLC	Apparatus for Making a Wood-Plastic Profile (as Amended – Divisional Application)	09/217994
TREX Company, Inc., successor by merger to Trex Company, LLC	Wood-Plastic Composite Having Improved Strength	09/833470
TREX Company, Inc., successor by merger to Trex Company, LLC	Improved Single Screw Extruder	09/917537

Trademarks

<u>Trademark Owner</u>	<u>Trademark Name</u>	<u>Registration Number</u>
TREX Company, Inc., successor by merger to Trex Company, LLC	The Deck of a Lifetime	2538495
TREX Company, Inc., successor by merger to Trex Company, LLC	Trex Easy Care Decking	2325943

TREX Company, Inc., successor by merger to Trex Company, LLC	No Sealing No Splinters No Hassles	2325940
TREX Company, Inc., successor by merger to Trex Company, LLC	Trex Wood Polymer	2470104
TREX Company, Inc., successor by merger to Trex Company, LLC	Easy Care Decking	2259151
TREX Company, Inc., successor by merger to Trex Company, LLC	Trex	1938516
TREX Company, Inc.	Trex	1881449

Exhibit B

UCC Financing Statements

<u>Debtor</u>	<u>Filing Office</u>	<u>Filing Number</u>
Trex Company, Inc.	Delaware Secretary of State	21508245
TREX Company, LLC	Delaware Secretary of State	21508211
Trex Company, Inc.	Virginia State Corporation Commission	0206207032-2
TREX Company, LLC	Virginia State Corporation Commission	0206207033-4
Trex Company, Inc.	County Recorder of Lyon County, Nevada	278572
TREX Company, LLC	County Recorder of Lyon County, Nevada	278571
Trex Company, Inc.	Circuit Court, City of Winchester, Virginia	020000014
TREX Company, LLC	Circuit Court, City of Winchester, Virginia	020000015
Trex Company, Inc.	Circuit Court, Frederick County, Virginia	02-20 (Instrument No. 020000020)
TREX Company, LLC	Circuit Court, Frederick County, Virginia	02-21 (Instrument No. 020000021)