

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Mouldings Limited		12/22/2009	CORPORATION: NEVADA
Georgia Gulf Corporation		12/22/2009	CORPORATION: DELAWARE
Georgia Gulf Chemicals & Vinyls, LLC		12/22/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	10 Riverview Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3266783	100% CELLULAR VINYL PVC
Registration Number:	3591631	AQUA TRIM
Registration Number:	3433018	BEAUTIFUL SOLUTIONS
Registration Number:	3395885	BOARD SOLUTIONS
Registration Number:	3266542	BUILDER TRIM SERIES
Registration Number:	3389356	CEILING, WALL AND BATH SOLUTIONS
Registration Number:	1407713	CLEARWOOD
Registration Number:	2722294	DO IT ONCE...DO IT RIGHT...NEVER GO BACK!
Registration Number:	3018325	ELEMENTS BY ROYAL MOULDINGS
Registration Number:	2717314	ENVELOP
Registration Number:	3016862	EXTRUDED MILLWORK
Registration Number:	3329850	FRAME SHAPES

CH \$1515.00 3266783

Registration Number:	3090768	GARAGE SOLUTIONS
Registration Number:	2492213	GEORGIA GULF
Registration Number:	2848260	HOME IS YOUR BEST INVESTMENT
Registration Number:	2863246	HOME IS YOUR SAFEST INVESTMENT
Registration Number:	3108417	LYKEWOOD
Registration Number:	1559017	LYKEWOOD
Registration Number:	1768635	
Serial Number:	77331351	MOULDING SELLS HOMES
Registration Number:	2716396	NEVER ROT
Registration Number:	3099787	NO ROT
Serial Number:	77031198	NOVATIONS
Registration Number:	2955876	OVERLAYS
Registration Number:	3076642	PERFECT CORNERS
Registration Number:	2948407	PIAZZ
Registration Number:	3184868	POLY SELECT
Registration Number:	3395211	POLY WELD
Registration Number:	3345311	PORTICO-THE PORCH COLLECTION BY ROYAL MOULDINGS
Registration Number:	1686381	POWER AISLE
Registration Number:	2059854	PRO SASH
Registration Number:	2952458	PRO WELD
Registration Number:	2569382	PRODUCTS OF PREFERENCE
Registration Number:	2493208	PROFRAME
Registration Number:	3304452	PROFRAME PLUS
Registration Number:	1869151	PROTHERM
Registration Number:	2111568	PROTHERM
Serial Number:	77201723	PUREMED
Registration Number:	2084532	QUICK-TRIM
Registration Number:	2793948	READI FINISH
Registration Number:	3214369	ROOM MOULDINGS
Registration Number:	2722829	ROT FREE
Registration Number:	3324146	ROYAL MOULDINGS
Registration Number:	3286251	ROYAL MOULDINGS
Registration Number:	3354414	ROYAL SHEET BOARD
Registration Number:	3090754	ROYAL TOP TREATMENTS

Registration Number:	3195213	ROYAL TRIM BOARD
Registration Number:	1752580	SELECTWOOD
Registration Number:	3385938	SENOVIA
Registration Number:	3090815	SMART SPACE SYSTEM
Registration Number:	3535641	STAIN-ABLE
Registration Number:	1837597	SUPREL
Registration Number:	3184862	THE BEST BOARD IN THE BUSINESS
Registration Number:	3102462	THE PORCH COLLECTION
Registration Number:	2674969	THE VALUE-ADDED MILLWORK
Registration Number:	1654335	THERMO STOP
Serial Number:	78821798	TRADITIONAL NEIGHBORHOOD DESIGN COLLECTION
Registration Number:	2854397	TRIMPLANK
Registration Number:	1483476	VISIONS
Registration Number:	3018356	WE MAKE THE SHUTTER PERFECT

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: philip.ratner@weil.com, beth.akers@weil.com
Correspondent Name: Philip Ratner
Address Line 1: Weil Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660-3452 P. RATNER
NAME OF SUBMITTER:	Philip Ratner
Signature:	/Philip Ratner/
Date:	12/24/2009

Total Attachments: 8
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page1.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page2.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page3.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page4.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page5.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page6.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page7.tif
source=47660-3452 TRADEMARK SECURITY AGREEMENT#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 22, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the U.S. Borrower, Royal Group, Inc., a Canadian federal corporation (the "Canadian Borrower" and together with the U.S. Borrower, collectively, the "Borrowers" and each, individually, a "Borrower"), the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto, GE Capital, as Administrative Agent, Co-Collateral Agent and Co-Syndication Agent, and Wachovia Capital Finance Corporation (New England), as Co-Collateral Agent and Co-Syndication Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the U.S. ABL Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following U.S. Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

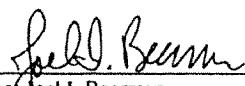
[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

GEORGIA GULF CORPORATION
GEORGIA GULF CHEMICALS & VINYLs, LLC
ROYAL MOULDINGS LIMITED

By: _____

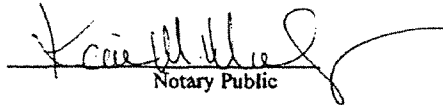

Name: Joel I. Beerman
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTORS

State of Georgia)
County of Cherokee) ss.

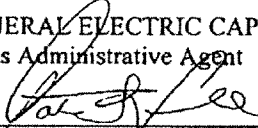
On this 22 day of December, 2009, before me personally appeared Joel I. Beerman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GEORGIA GULF CORPORATION, GEORGIA GULF CHEMICALS & VINYLs, LLC and ROYAL MOULDINGS LIMITED who being by me duly sworn did depose and say that he is an authorized officer of each said company, that the said instrument was signed on behalf of each said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said company.


Notary Public

[Acknowledgement of Grantors for Trademark Security Agreement]

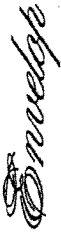


ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent


By: 
Name: PATRICK LEE
Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

Schedule 1 — Trademarks

Country	Trademark	App Reg No.	Filing/Reg. Date	Applicant/Registrant	Status
US	100% CELLULAR VINYL PVC	3,266,783	17-Jul-2007	Royal Mouldings Limited	Registered
US	AQUA TRIM	3,591,631	17-Mar-2009	Royal Mouldings Limited	Registered
US	BEAUTIFUL SOLUTIONS	3,433,018	20-May-2008	Royal Mouldings Limited	Registered
US	BOARD SOLUTIONS	3,395,885	11-Mar-2008	Royal Mouldings Limited	Registered
US	BUILDER TRIM SERIES	3,266,542	17-Jul-2007	Royal Mouldings Limited	Registered
US	CEILING, WALL AND BATH SOLUTIONS	3,389,356	26-Feb-2008	Royal Mouldings Limited	Registered
US	CLEARWOOD	1,407,713	02-Sep-1986	Royal Mouldings Limited	Registered
US	DO IT ONCE...DO IT RIGHT...NEVER GO BACK!	2,722,294	03-Jun-2003	Royal Mouldings Limited	Registered
US	ELEMENTS BY ROYAL MOULDINGS	3,018,325	22-Nov-2005	Royal Mouldings Limited	Registered
US	ENVELOP (Stylized)	2,717,314	20-May-2003	Royal Mouldings Limited	Registered
					
US	EXTRUDED MILLWORK	3,016,862	22-Nov-2005	Royal Mouldings Limited	Registered
US	FRAME SHAPES	3,329,850	06-Nov-2007	Royal Mouldings Limited	Registered
US	GARAGE SOLUTIONS	3,090,768	09-May-2006	Royal Mouldings Limited	Registered
US	GEORGIA GULF	2,492,213	25-Sep-2001	Georgia Gulf Corporation	Registered
US	HOME IS YOUR BEST INVESTMENT	2,848,260	01-Jun-2004	Royal Mouldings Limited	Registered
US	HOME IS YOUR SAFEST INVESTMENT	2,863,246	13-Jul-2004	Royal Mouldings Limited	Registered
US	LYKEWOOD	3,108,417	27-Jun-2006	Royal Mouldings Limited	Registered
US	LYKEWOOD (Stylized)	1,559,017	03-Oct-1989	Royal Mouldings Limited	Registered
					
US	MISCELLANEOUS DESIGN	1,768,635	04-May-1993	Royal Mouldings Limited	Registered
					
US	MOULDING SELLS HOMES	77/331,351	16-Nov-2007	Georgia Gulf Corporation	Pending

Country	Trademark	App/Reg No.	Filing/Reg. Date	Applicant/Registrant	Status
US	NEVER ROT	2,716,396	13-May-2003	Royal Mouldings Limited	Registered
US	NO ROT	3,099,787	06-Jun-2006	Royal Mouldings Limited	Registered
US	NOVATIONS	77/031,198	27-Oct-2006	Royal Mouldings Limited	Pending
US	OVERLAYS	2,955,876	24-May-2005	Royal Mouldings Limited	Registered
US	PERFECT CORNERS	3,076,642	04-Apr-2006	Royal Mouldings Limited	Registered
US	PIAZZ	2,948,407	10-May-2005	Royal Mouldings Limited	Registered
US	POLY SELECT	3,184,868	12-Dec-2006	Royal Mouldings Limited	Registered
US	POLY WELD	3,395,211	11-Mar-2008	Royal Mouldings Limited	Registered
US	PORTICO THE PORCH COLLECTION BY ROYAL MOULDINGS	3,345,311	27-Nov-2007	Royal Mouldings Limited	Registered
US	POWER AISLE	1,686,381	12-May-1992	Royal Mouldings Limited	Registered
US	PRO SASH	2,059,854	06-May-1997	Royal Mouldings Limited	Registered
US	PRO WELD	2,952,458	17-May-2005	Royal Mouldings Limited	Registered
US	PRODUCTS OF PREFERENCE	2,569,382	14-May-2002	Royal Mouldings Limited	Registered
US	PROFRAME	2,493,208	25-Sep-2001	Royal Mouldings Limited	Registered
US	PROFRAME PLUS	3,304,452	02-Oct-2007	Royal Mouldings Limited	Registered
US	PROTHERM	1,869,151	27-Dec-1994	Georgia Gulf Chemicals & Vinyls, LLC	Registered
US	PROTHERM and Design ProTherm	2,111,568	11-Nov-1997	Georgia Gulf Chemicals & Vinyls, LLC	Registered
US	PUREMED	77/201,723	08-Jun-2007	Georgia Gulf Corporation	Pending
US	QUICK-TRIM	2,084,532	29-Jul-1997	Royal Mouldings Limited	Registered
US	READI FINISH	2,793,948	16-Dec-2003	Royal Mouldings Limited	Registered
US	ROOM MOULDINGS	3,214,369	27-Feb-2007	Royal Mouldings Limited	Registered
US	ROT FREE	2,722,829	03-Jun-2003	Royal Mouldings Limited	Registered
US	ROYAL MOULDINGS	3,324,146	30-Oct-2007	Royal Mouldings Limited	Registered

Country	Trademark	App/Reg No.	Filing/Reg. Date	Applicant/Registrant	Status
US	ROYAL MOULDINGS and Design 	3,286,251	28-Aug-2007	Royal Mouldings Limited	Registered
US	ROYAL SHEET BOARD	3,354,414	11-Dec-2007	Royal Mouldings Limited	Registered
US	ROYAL TOP TREATMENTS	3,090,754	09-May-2006	Royal Mouldings Limited	Registered
US	ROYAL TRIM BOARD	3,195,213	02-Jan-2007	Royal Mouldings Limited	Registered
US	SELECTWOOD	1,752,580	16-Feb-1993	Royal Mouldings Limited	Registered
US	SENOVIA	3,385,938	19-Feb-2008	Royal Mouldings Limited	Registered
US	SMART SPACE SYSTEM	3,090,815	09-May-2006	Royal Mouldings Limited	Registered
US	STAIN-ABLE	3,535,641	18-Nov-2008	Royal Mouldings Limited	Registered
US	SUPREL	1,837,597	31-May-1994	Georgia Gulf Chemicals & Vinyls, LLC	Registered
US	THE BEST BOARD IN THE BUSINESS	3,184,862	12-Dec-2006	Royal Mouldings Limited	Registered
US	THE PORCH COLLECTION	3,102,462	06-Jun-2006	Royal Mouldings Limited	Registered
US	THE VALUE-ADDED MILLWORK	2,674,969	14-Jan-2003	Royal Mouldings Limited	Registered
US	THERMO STOP	1,654,335	20-Aug-1991	Royal Mouldings Limited	Registered
US	TRADITIONAL NEIGHBORHOOD DESIGN COLLECTION	78/821,798	23-Feb-2006	Royal Mouldings Limited	Pending
US	TRIMPLANK	2,854,397	15-Jun-2004	Royal Mouldings Limited	Registered
US	VISIONS	1,483,476	05-Apr-1988	Royal Mouldings Limited	Registered
US	WE MAKE THE SHUTTER PERFECT	3,018,356	22-Nov-2005	Royal Mouldings Limited	Registered