

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

JUN-28-2011 04:29

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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

06/28/2011
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

06/09/2011
900193969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXTERIOR PORTFOLIO, LLC		08/01/2011	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	10 Riverview Dr,
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810-6268
Entity Type:	CORPORATION:

~~U.S.A. DELAWARE~~

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3199793	BELLASTONE
Registration Number:	2944532	CAROLINA SANDS
Registration Number:	2736810	CEDAR RIDGE
Registration Number:	3160761	COASTAL SHORES COLLECTION
Registration Number:	3176016	COLORIFE
Registration Number:	3542203	CORDOBA CLAY
Registration Number:	3889784	DREAM DESIGNER
Registration Number:	3400151	EXTERIOR PORTFOLIO
Registration Number:	1944803	LEXSTAR
Registration Number:	2795981	MARKET SQUARE
Registration Number:	3330862	MILL RUN
Registration Number:	3155957	NEWPORT SHAKE
Registration Number:	3008008	PERFORMANCE PURPLE
Registration Number:	2962314	PORTSMOUTH SHAKE

CH \$540.00 3199793

OP \$540.00 3199793

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

Registration Number:	2438973	PREMIUM POINTE
Registration Number:	3112974	SMARTTRACK
Registration Number:	2772656	SOLID CORE SIDING
Registration Number:	2938888	SOLID CORE SYSTEM
Registration Number:	3400192	THINK OUTSIDE.
Registration Number:	1373818	VIPCO
Registration Number:	2722559	WINDBREAKER

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-735-4559
Email:	vindra.richter@weil.com
Correspondent Name:	Vindra Richter c/o Weil et al
Address Line 1:	767 Fifth Ave.
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660.3452/SOLDANWSECVR
NAME OF SUBMITTER:	Vindra Richter
Signature:	Vindra Richter
Date:	06/09/2011

Total Attachments: 5	
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TO: VINDRA RICHTER C/O WEIL ET AL COMPANY; 767 FIFTH AVE.

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2011, is made by each of the entities listed on the signature pages hereto (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 that certain 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 certain extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain 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, the Guaranty and Security Agreement requires the Grantors 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

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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]

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 787 FIFTH AVE.


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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.

Very truly yours,

EXTERIOR PORTFOLIO, LLC
as Grantor

By: 
Name: Mark Drecht
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By:  _____

Name: David C. Johnson
Title: Duty Authorized Signatory

TO: VINDRA RICHTER C/O WEIL ET AL COMPANY: 767 FIFTH AVE.

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Country	Trademark	Serial Number	Registration Date	Owner	Status
US	Bellstone	3,199,793	16-Jan-2007	Crane Plastics Siding LLC	Registered
US	Carolina Sands	2,644,532	29-Oct-2002	Crane Plastics Siding LLC	Registered
US	Cedar Ridge	2,736,810	15-Jul-2003	Crane Plastics Siding LLC	Registered
US	Coastal Shores Collection	3,160,761	17-Oct-2006	Crane Plastics Siding LLC	Registered
US	Colorlife	3,175,015	21-Nov-2006	Crane Plastics Siding LLC	Registered
US	Cordoba Clay	3,542,203	02-Dec-2008	Crane Plastics Siding LLC	Registered
US	Dream Designer	3,889,794	14-Dec-2010	Crane Plastics Siding LLC	Registered
Int'l	Dream Designer	1054341	11-Aug-2010	Crane Plastics Siding LLC	Registered
Canada	Dream Designer	1,494,722	03-Sept-2010	Crane Plastics Siding LLC	Filed
US	Exterior Portfolio	3,400,151	18-Mar-2008	Crane Plastics Siding LLC	Registered
Canada	Exterior Portfolio	TMA730,589	09-Dec-2008	Crane Plastics Siding LLC	Registered
CTM	Exterior Portfolio	005653548	24-Apr-2008	Crane Plastics Siding LLC	Filed
US	Lexstar	1,944,603	26-Dec-1995	Crane Plastics Siding LLC	Registered
US	Market Square	2,795,981	16-Dec-2003	Crane Plastics Siding LLC	Registered
US	Mill Run	3,336,852	13-Nov-2007	Crane Plastics Siding LLC	Registered
US	Newport Shake	3,165,957	31-Oct-2006	Crane Plastics Siding LLC	Registered
US	Performance Purple	3,006,006	11-Oct-2005	Crane Plastics Siding LLC	Registered
US	Portsmouth Shake	2,962,314	14-Jun-2005	Crane Plastics Siding LLC	Registered
US	Premium Pointe	2,438,973	27-Mar-2001	Crane Plastics Siding LLC	Registered
Canada	Smartcore	TMA729,924	02-Dec-2008	Crane Plastics Siding LLC	Registered
US	Smarttrack	3,112,974	04-Jul-2006	Crane Plastics Siding LLC	Registered
US	Solid Core Siding	2,772,355	07-Oct-2003	Crane Plastics Siding LLC	Registered
US	Solid Core System	2,938,988	05-Apr-2005	Crane Plastics Siding LLC	Registered
US	Think Outside	3,400,152	18-Mar-2008	Crane Plastics Siding LLC	Registered
Canada	Think Outside	TMA745,739	19-Aug-2009	Crane Plastics Siding LLC	Registered
CTM	Think Outside	005654876	27-Mar-2008	Crane Plastics Siding LLC	Registered
US	Vipco	1,373,818	03-Dec-1985	Crane Plastics Siding LLC	Registered
US	Windbreaker	2,722,559	03-Jun-2003	Crane Plastics Siding LLC	Registered

AUG-17-2011

RECORDED: 08/17/2011

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