

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Materials, LLC		02/19/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	H&F FINCO LLC		
Street Address:	390 Park Avenue		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Registration Number:	1361396	ALSIDE	
Registration Number:	1362890	ALSIDE	
Registration Number:	1366665	ALSIDE	
Registration Number:	1374768	ALSIDE	
Registration Number:	3124384	ALSIDE-YOUR FRIEND IN THE BUSINESS	
Registration Number:	2982062	AMHERST	
Registration Number:	2959666	ARCHITECTURAL CLASSICS	
Registration Number:	2769198	ARCHITECTURAL SCALLOPS	
Registration Number:	3036616	BARRIER XP	
Registration Number:	2929845	BECAUSE LIFE IS FOR LIVING	
Registration Number:	2808598	BOARD & BATTEN	
Registration Number:	3883770	BRADENTON PREMIERE	
Registration Number:	2741918	CENTERLOCK	
Registration Number:	3244340	CENTERLOCK ENERGY CHOICE	
Registration Number:	3244126	CENTURION	
Registration Number:	2764215	CHARTER OAK	
Registration Number:	2999175	CHARTER OAK ENERGY ELITE	
Registration Number:	3755833	CHROMATRUE	
TRADEMARK			

CH \$1990.00 1361396

Property Type	Number	Word Mark
Registration Number:	2696468	CLIMASHIELD
Registration Number:	2420765	CLIMATECH
Registration Number:	4003665	COASTSTAR
Registration Number:	2775465	COLORCONNECT
Registration Number:	2126899	CONQUEST
Registration Number:	3577573	COVENTRY BY ALSIDE
Registration Number:	3540750	CYPRESS CREEK
Registration Number:	2958504	ENERGYMAXX
Registration Number:	3133969	ETERNAWELD
Registration Number:	3129028	EVERRAIL
Registration Number:	2189267	EXCALIBUR
Registration Number:	4166724	EXCELLENCE SERIES
Registration Number:	3003107	EXTERIOR ACCENTS
Registration Number:	3136821	FAIRHAVEN SOUND
Registration Number:	1372534	FIRST ON AMERICA'S HOMES
Registration Number:	3963186	FRAMEWORKS
Registration Number:	4117222	FRAMEWORKS
Registration Number:	4602946	FUSION
Registration Number:	3518129	GALLERY
Registration Number:	2808599	GENEVA
Registration Number:	3250778	GREENBRIAR
Registration Number:	1945878	GREENBRIAR IV
Registration Number:	3165962	HARBOR POINTE
Registration Number:	2754487	HOMERUN
Registration Number:	3842767	ILLUMINATIONS
Registration Number:	4570618	INSTALLED SALES SOLUTIONS
Registration Number:	3208465	ISS INSTALLED SALES SOLUTIONS
Registration Number:	4606625	MEZZO
Registration Number:	3020158	NEXTSALE NEIGHBORHOOD MARKETING PROGRAM
Registration Number:	1415900	ODYSSEY
Registration Number:	3188626	ODYSSEY PLUS
Registration Number:	2801477	PELICAN BAY
Registration Number:	3032834	PLATINUM SERIES INSULATION
Registration Number:	1373253	POLYMER P-5000
Registration Number:	2589831	PRESERVATION
Registration Number:	3340790	PRESERVATION
Registration Number:	4316982	PRESERVATION RESERVE
Registration Number:	2979824	PRODIGY

Property Type	Number	Word Mark
Registration Number:	4238930	PROMENADE
Registration Number:	4564544	SANCTUARY
Registration Number:	1376459	SATINWOOD
Registration Number:	2982063	SEQUOIA
Registration Number:	2785031	SHEFFIELD
Registration Number:	2982064	SIGNATURE
Registration Number:	3525079	SOLARTHERM
Registration Number:	2805812	SOLARZONE
Registration Number:	1698757	SUPER STEEL SIDING
Registration Number:	2861761	THE ARCHITECTURAL COLOR COLLECTION
Registration Number:	1494265	THE CENTURY SERIES
Registration Number:	1242108	THE DESIGNER'S SELECTION
Registration Number:	3538704	THE NATURE OF SIDING
Registration Number:	3908091	TRIBEAM
Registration Number:	2702687	TRIMWORKS
Registration Number:	3194733	ULTRABEAM
Registration Number:	1803751	ULTRAGUARD
Registration Number:	1699824	ULTRAMAXX
Registration Number:	2793070	WESTBRIDGE
Registration Number:	1656826	WILLIAMSPORT
Registration Number:	3526021	WINDOWEXPRESS
Serial Number:	86695234	ALSIDE JOBSIGHT 3D
Serial Number:	86695246	ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. E

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 60654

ATTORNEY DOCKET NUMBER: 25248-1-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 02/19/2016

Total Attachments: 7

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND THE LIENS CREATED HEREUNDER, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN REVOLVING LOAN INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF FEBRUARY 19, 2016, AMONG H&F FINCO LLC, AS REPRESENTATIVE FOR THE SUBORDINATED CREDITORS (AS DEFINED THEREIN) UBS AG, STAMFORD BRANCH, AS AGENT (“SENIOR AGENT”) FOR THE SENIOR CREDITORS (AS DEFINED THEREIN) AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT – TRADEMARKS

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “IP Security Agreement”), dated as of February 19, 2016 is made by Associated Materials, LLC, a Delaware limited liability company (the “US Grantor”), in favor of H&F FINCO LLC, in its capacity as the 2016 Lender pursuant to the US Security Agreement referred to below (in such capacity, together with its successors and permitted assigns, the “2016 Lender”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the US SECURITY AGREEMENT, dated as of February 19, 2016 (the “US Security Agreement”), among ASSOCIATED MATERIALS INCORPORATED (f/k/a AMH Intermediate Holdings Corp.), a Delaware corporation (“Holdings”), ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the “Company”), and each of the subsidiaries of the Company listed on Annex A thereto (each such subsidiary, individually, a “US Subsidiary Grantor” and, collectively, the “US Subsidiary Grantors”; and, together with Holdings and the Company, collectively, the “US Grantors”), and the 2016 Lender.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Existing Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the US Security Agreement, US Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the US Security Agreement to the 2016 Lender in such US Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the 2016 Lender and US Grantor agree as follows:

SECTION 1. Grant of Security. The US Grantor hereby grants to the 2016 Lender a Security Interest in all of such US Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by US Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the 2016 Lender but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving US Grantor.

SECTION 3. Recordation. US Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the US Security Agreement. US Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the 2016 Lender with respect to the Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the US Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 16 of the 2016 Note. All communications and notices hereunder to US Grantor shall be given to it in care of the Company at the Company's address set forth in Schedule 16 of the 2016 Note.

SECTION 9. Expenses. US Grantor agrees to reimburse the 2016 Lender for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the 2016 Lender.

IN WITNESS WHEREOF, US Grantor and the 2016 Lender have duly executed this IP Security Agreement as of the day and year first above written.

US GRANTOR:

ASSOCIATED MATERIALS, LLC

By: 

Name: Scott Stephens

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement re Trademarks]

2016 LENDER:

H&F FINCO LLC

By: Hellman & Friedman Capital Partners VI, L.P.,
its managing member

By: Hellman & Friedman Investors VI, L.P.,
its general partner



By: Hellman & Friedman LLC,
its general partner


By: 
Name: Erik Ragatz
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement re Trademarks]

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

Trademark	Appl./Reg. Number
ALSIDE	1,361,396
ALSIDE (Stylized) 	1,362,890
ALSIDE (Stylized) 	1,366,665
ALSIDE	1,374,768
ALSIDE-YOUR FRIEND IN THE BUSINESS	3,124,384
AMHERST	2,982,062
ARCHITECTURAL CLASSICS	2,959,666
ARCHITECTURAL SCALLOPS	2,769,198
BARRIER XP	3,036,616
BECAUSE LIFE IS FOR LIVING	2,929,845
BOARD & BATTEN	2,808,598
BRADENTON PREMIERE	3,883,770
CENTERLOCK	2,741,918
CENTERLOCK ENERGY CHOICE	3,244,340
CENTURION	3,244,126
CHARTER OAK	2,764,215
CHARTER OAK ENERGY ELITE	2,999,175
CHROMATRUE	3,755,833
CLIMASHIELD	2,696,468
CLIMATECH	2,420,765
COASTSTAR	4,003,665
COLORCONNECT	2,775,465
CONQUEST	2,126,899

Trademark	Appl./Reg. Number
COVENTRY BY ALSIDE	3,577,573
CYPRESS CREEK	3,540,750
ENERGYMAXX	2,958,504
ETERNAWELD	3,133,969
EVERRAIL	3,129,028
EXCALIBUR	2,189,267
EXCELLENCE SERIES	4,166,724
EXTERIOR ACCENTS	3,003,107
FAIRHAVEN SOUND	3,136,821
FIRST ON AMERICA'S HOMES	1,372,534
FRAMEWORKS	3,963,186
FRAMEWORKS	4,117,222
FUSION	4,602,946
GALLERY	3,518,129
GENEVA	2,808,599
GREENBRIAR	3,250,778
GREENBRIAR IV	1,945,878
HARBOR POINTE	3,165,962
HOMERUN	2,754,487
ILLUMINATIONS	3,842,767
INSTALLED SALES SOLUTIONS (Stylized)	4,570,618
	
ISS INSTALLED SALES SOLUTIONS	3,208,465
MEZZO	4,606,625
NEXTSALE NEIGHBORHOOD MARKETING PROGRAM	3,020,158
ODYSSEY	1,415,900
ODYSSEY PLUS	3,188,626
PELICAN BAY	2,801,477
PLATINUM SERIES INSULATION	3,032,834
POLYMER P-5000	1,373,253
PRESERVATION	2,589,831

Trademark	Appl./Reg. Number
PRESERVATION	3,340,790
PRESERVATION RESERVE	4,316,982
PRODIGY	2,979,824
PROMENADE	4,238,930
SANCTUARY	4,564,544
SATINWOOD	1,376,459
SEQUOIA	2,982,063
SHEFFIELD	2,785,031
SIGNATURE	2,982,064
SOLARTHERM	3,525,079
SOLARZONE	2,805,812
SUPER STEEL SIDING	1,698,757
THE ARCHITECTURAL COLOR COLLECTION	2,861,761
THE CENTURY SERIES	1,494,265
THE DESIGNER'S SELECTION	1,242,108
THE NATURE OF SIDING	3,538,704
TRIBEAM	3,908,091
TRIMWORKS	2,702,687
ULTRABEAM	3,194,733
ULTRAGUARD	1,803,751
ULTRAMAXX	1,699,824
WESTBRIDGE	2,793,070
WILLIAMSPORT	1,656,826
WINDOWEXPRESS	3,526,021
ALSIDE JOBSIGHT 3D	86/695,234
ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. ESTIMATE. & Design	86/695,246