OP \$3240.00 1326987

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM406368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associated Materials, LLC		11/22/2016	Limited Liability Company: DELAWARE
Gentek Building Products, Inc.		11/22/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Notes Collateral Agent	
Street Address:	750 N. Saint Paul Place, Suite 1750	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 129

Property Type	Number	Word Mark
Registration Number:	1326987	ALSIDE
Registration Number:	1361396	ALSIDE
Registration Number:	1374768	ALSIDE
Registration Number:	1362890	ALSIDE
Registration Number:	1366665	ALSIDE
Serial Number:	86695234	ALSIDE JOBSIGHT 3D
Serial Number:	86695246	ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. E
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:	1362889	BRIAR-CUT 2000
Registration Number:	2741918	CENTERLOCK
Registration Number:	3244340	CENTERLOCK ENERGY CHOICE
		TRADEMARK

900385632 REEL: 005927 FRAME: 0018

Property Type	Number	Word Mark
Registration Number:	3244126	CENTURION
Registration Number:	2764215	CHARTER OAK
Registration Number:	2999175	CHARTER OAK ENERGY ELITE
Registration Number:	3755833	CHROMATRUE
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:	1361397	FIRST ON AMERICA'S HOMES
Registration Number:	1372534	FIRST ON AMERICA'S HOMES
Serial Number:	86913351	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
Serial Number:	86262500	LEADTOLEAD
Registration Number:	4606625	MEZZO
Registration Number:	4909812	MONTROSE
Registration Number:	3020158	NEXTSALE NEIGHBORHOOD MARKETING PROGRAM
Registration Number:	1415900	ODYSSEY

Property Type	Number	Word Mark
Registration Number:	3188626	ODYSSEY PLUS
Registration Number:	4602860	OPTIGLIDE
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
Registration Number:	4238930	PROMENADE
Serial Number:	86028400	REVOLUTION
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:	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:	1914954	THE ULTIMATE FENCE
Registration Number:	3908091	TRIBEAM
Registration Number:	2702687	TRIMWORKS
Registration Number:	3194733	ULTRABEAM
Registration Number:	1803751	ULTRAGUARD
Registration Number:	1699824	ULTRAMAXX
Registration Number:	1375459	VYNASOL
Registration Number:	2793070	WESTBRIDGE
Registration Number:	1656826	WILLIAMSPORT
Registration Number:	3526021	WINDOWEXPRESS
Registration Number:	1503931	ADVANTAGE
Registration Number:	1593047	ADVANTAGE
Registration Number:	2706936	AMHERST
Registration Number:	3005066	BLUEPRINT SERIES
Registration Number:	1309643	CEDARWOOD
Registration Number:	1403757	CEDARWOOD
Registration Number:	2426917	

Property Type	Number	Word Mark
Registration Number:	2182235	
Registration Number:	2515846	COLOR CLEAR THROUGH
Registration Number:	2539266	COLOR CLEAR THROUGH
Registration Number:	2709166	CONCORD
Registration Number:	3627447	DEALER OF DISTINCTION
Registration Number:	1231131	DRIFTWOOD
Registration Number:	2728990	DRIFTWOOD
Registration Number:	3871559	ENERGYLOGIX
Registration Number:	3935612	ENFUSION
Registration Number:	3136858	ESSEX SERIES
Registration Number:	2178369	FAIRWEATHER
Registration Number:	2419250	GENTEK
Registration Number:	2182231	GENTEK
Registration Number:	2421398	GENTEK
Registration Number:	3133823	GENTEK BUILDER SERIES
Registration Number:	3796848	GENTEK MY DESIGN HOME STUDIO
Registration Number:	2146866	NORTH AMERICAN WINDOWS
Registration Number:	2176755	OXFORD
Registration Number:	4756972	PERMAFINISH
Registration Number:	3496994	PORTFOLIO
Registration Number:	4388941	PREMIUM RENOVATOR
Registration Number:	3796849	REVERE MY DESIGN HOME STUDIO
Registration Number:	2734559	SEQUOIA SELECT
Registration Number:	3672099	SEQUOIA SELECT
Registration Number:	1788166	SIGNATURE
Registration Number:	1942268	SIGNATURE SUPREME
Registration Number:	3585207	SOVEREIGN
Registration Number:	3585208	SOVEREIGN SELECT
Registration Number:	3921914	SOVEREIGN SELECT ENERGY ADVANTAGE
Registration Number:	3902721	SOVEREIGN SELECT ENERGY SMART
Registration Number:	1685992	STEELSIDE
Registration Number:	4837474	STEELTEK SUPREME
Registration Number:	3971488	TRILOGY
Registration Number:	3163566	TRIMESSENTIALS BY GENTEK
Registration Number:	3143105	TRIMESSENTIALS BY REVERE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	11/22/2016

Total Attachments: 10

source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page1.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page2.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page3.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page4.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page5.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page6.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page7.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page8.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page9.tif source=5H. Trademark Security Agreement (AMLLC + Gentek) [Executed]#page9.tif

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies): 1) Associated Materials, LLC 2) Gentek Building Products, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Wells Fargo Bank, National Association, as Notes Collaters Agent
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☒ Corporation- State: Delaware ☒ Other Limited Liability Company - Delaware Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) November 22, 2016 ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other ☐	Street Address: 750 N. Saint Paul Place, Suite 1750 City: Dallas State: Texas Country: USA Zip:
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Schedule A C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See Schedule A Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Ken Tan, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: New York Zip: 10005	
Phone Number: (212) 701-3804	
Docket Number: 30860.0570	Deposit Account Number
Email Address: KTan@cahill.com	Authorized User Name
9. Signature: Kulluthu	11/22/2016
Signature	Date
Ken Tan	Total number of pages including cover 10
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This <u>TRADEMARK</u> SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>"), dated as of November 22, 2016, among the Persons listed on the signature pages hereof (the "<u>Grantors</u>"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as notes collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "<u>Notes Collateral Agent</u>").

- 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 NOTES SECURITY AGREEMENT, dated as of November 22, 2016 (the "Notes Security Agreement"), by and among ASSOCIATED MATERIALS, LLC, a Delaware limited liability company (the "Company"), each of the subsidiaries of the Company listed on Annex A thereto, and the Notes Collateral Agent.
- B. The rules of construction and other interpretive provisions specified in the Indenture shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.4(e) of the Notes Security Agreement, the Grantors have agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Security Interest granted under the Notes Security Agreement to the Notes Collateral Agent in the Grantors' United States Trademarks with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Trademarks.

Accordingly, the Notes Collateral Agent and the Grantors agree as follows:

- SECTION 1. <u>Grant of Security</u>. The Grantors hereby grant to the Notes Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of each Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in <u>Schedule A</u> hereto (collectively, the "<u>Trademark Collateral</u>").
- SECTION 2. <u>Security for Obligations</u>. The grant of a Security Interest in the Trademark_Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Notes Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.
- SECTION 3. <u>Recordation</u>. The Grantors authorize and request that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Notes Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes 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 Trademark Security Agreement and the terms of the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark 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 TRADEMARK 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 Trademark 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 Notes 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. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.02 of the Indenture.

SECTION 9. <u>Expenses</u>. The Grantors agree to reimburse the Notes Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Notes Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Notes Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

ASSOCIATED MATERIALS, LLC

By:

Name: Scott F. Stephens

Title: Executive Vice President and Chief

Financial Officer

REEL: 005927 FRAME: 0026

IN WITNESS WHEREOF, Grantor and the Notes Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

GENTEK BUILDING PRODUCTS, INC.

By:

Name: Scott F. Stephens
Title: Executive Vice President and Chief

Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Notes Collateral Agent

By:

Name: Patrick Giordano Title: Vice President

UNITED STATES TRADEMARKS

Associated Materials, LLC

Trademark	App No.	Reg No.
ALSIDE	73/459,005	1326987
ALSIDE	73/484,883	1361396
ALSIDE	73/484,991	1374768
ALSIDE (Stylized)	73/484,956	1362890
ALSIDE (Stylized)	73/484,971	1366665
ALSIDE JOBSIGHT 3D	86/695,234	
ALSIDE JOBSIGHT 3D MEASURE.	86/695,246	
VISUALIZE. ESTIMATE. & Design		
ALSIDE-YOUR FRIEND IN THE BUSINESS	78/382,430	3124384
AMHERST	78/326,261	2982062
ARCHITECTURAL CLASSICS	78/378,657	2959666
ARCHITECTURAL SCALLOPS	78/122,394	2769198
BARRIER XP	78/342,765	3036616
BECAUSE LIFE IS FOR LIVING	78/306,666	2929845
BOARD & BATTEN	78/180,101	2808598
BRADENTON PREMIERE	77/771,432	3883770
BRIAR-CUT 2000	73/484,170	1362889
CENTERLOCK	78/138,973	2741918
CENTERLOCK ENERGY CHOICE	78/855,572	3244340
CENTURION	78/784,923	3244126
CHARTER OAK	78/127,536	2764215
CHARTER OAK ENERGY ELITE	78/370,408	2999175
CHROMATRUE	77/616,746	3755833
CLIMASHIELD	76/261,919	2696468
CLIMATECH	75/731,557	2420765
COASTSTAR	85/053,048	4003665
COLORCONNECT	78/111,492	2775465
CONQUEST	75/171,036	2126899
COVENTRY BY ALSIDE	77/342,506	3577573
CYPRESS CREEK	77/035,114	3540750
ENERGYMAXX	78/308,550	2958504
ETERNAWELD	78/453,460	3133969
EVERRAIL	78/593,059	3129028
EXCALIBUR	75/326,044	2189267
EXCELLENCE SERIES	85/327,778	4166724
EXTERIOR ACCENTS	78/482,503	3003107

Trademark	App No.	Reg No.
FAIRHAVEN SOUND	78/482,510	3136821
FIRST ON AMERICA'S HOMES	73/484,972	1361397
FIRST ON AMERICA'S HOMES	73/484,992	1372534
FIRST ON AMERICA'S HOMES	86/913,351	
FRAMEWORKS	77/964,647	3963186
FRAMEWORKS	85/245,122	4117222
FUSION	86/031,520	4602946
GALLERY	78/472,644	3518129
GENEVA	78/180,107	2808599
GREENBRIAR	78/766,612	3250778
GREENBRIAR IV	74/638,721	1945878
HARBOR POINTE	78/337,637	3165962
HOMERUN	78/116,147	2754487
ILLUMINATIONS	77/771,447	3842767
INSTALLED SALES SOLUTIONS (Stylized) &	85/705,407	4570618
Design		
ISS INSTALLED SALES SOLUTIONS	78/855,546	3208465
LEADTOLEAD	86/262,500	
MEZZO	85/951,229	4606625
MONTROSE	86/469,346	4909812
NEXTSALE NEIGHBORHOOD MARKETING	78/440,921	3020158
PROGRAM		
ODYSSEY	73/588,837	1415900
ODYSSEY PLUS	78/230,631	3188626
OPTIGLIDE	86/006,720	4602860
PELICAN BAY	78/154,478	2801477
PLATINUM SERIES INSULATION	78/263,725	3032834
POLYMER P-5000	73/531,032	1373253
PRESERVATION	76/203,105	2589831
PRESERVATION	78/236,214	3340790
PRESERVATION RESERVE	85/705,029	4316982
PRODIGY	78/368,625	2979824
PROMENADE	85/416,371	4238930
REVOLUTION	86/028,400	
SANCTUARY	85/430,660	4564544
SATINWOOD	73/484,168	1376459
SEQUOIA	78/326,268	2982063
SHEFFIELD	78/116,496	2785031
SIGNATURE	78/326,273	2982064
SOLARTHERM	77/203,960	3525079
THE ARCHITECTURAL COLOR	78/099,211	2861761
COLLECTION		
THE CENTURY SERIES	73/686,309	1494265
THE DESIGNER'S SELECTION	73/354,368	1242108

Trademark	App No.	Reg No.
THE NATURE OF SIDING	78/717,747	3538704
THE ULTIMATE FENCE	74/411,794	1914954
TRIBEAM	85/068,313	3908091
TRIMWORKS	78/121,757	2702687
ULTRABEAM	76/261,918	3194733
ULTRAGUARD	74/326,518	1803751
ULTRAMAXX	74/107,251	1699824
VYNASOL	73/484,174	1375459
WESTBRIDGE	78/138,944	2793070
WILLIAMSPORT	74/059,475	1656826
WINDOWEXPRESS	77/237,478	3526021

Gentek Building Products, Inc.

Trademark	App No.	Reg No.
ADVANTAGE	73/636,555	1503931
ADVANTAGE	73/813,522	1593047
AMHERST	76/425,066	2706936
BLUEPRINT SERIES	78/368,665	3005066
CEDARWOOD	73/439,485	1309643
CEDARWOOD	73/573,853	1403757
Checkmarks Design	75/922,587	2426917
Checkmarks Design	75/311,151	2182235
COLOR CLEAR THROUGH	75/608,038	2515846
COLOR CLEAR THROUGH	75/980,482	2539266
CONCORD	76/422,216	2709166
DEALER OF DISTINCTION	77/022,898	3627447
DRIFTWOOD	73/354,281	1231131
DRIFTWOOD	76/441,508	2728990
ENERGYLOGIX	77/925,967	3871559
ENFUSION	77/927,257	3935612
ESSEX SERIES	78/490,624	3136858
FAIRWEATHER	75/314,281	2178369
GENTEK	75/921,141	2419250
GENTEK & Design	75/310,736	2182231
GENTEK & Design	75/920,926	2421398
GENTEK BUILDER SERIES	78/374,795	3133823
GENTEK MY DESIGN HOME STUDIO & De-	77/648,571	3796848
sign		
NORTH AMERICAN WINDOWS	75/209,237	2146866
OXFORD	75/314,277	2176755
PERMAFINISH	86/190,827	4756972
PORTFOLIO	78/522,608	3496994
PREMIUM RENOVATOR & Design	85/547,016	4388941

Trademark	App No.	Reg No.
REVERE MY DESIGN HOME STUDIO & De-	77/648,599	3796849
sign		
SEQUOIA SELECT	76/446,200	2734559
SEQUOIA SELECT & Design	77/613,594	3672099
SIGNATURE	74/342,489	1788166
SIGNATURE SUPREME	74/548,203	1942268
SOVEREIGN	77/110,793	3585207
SOVEREIGN SELECT	77/110,803	3585208
SOVEREIGN SELECT ENERGY	77/921,616	3921914
ADVANTAGE		
SOVEREIGN SELECT ENERGY SMART	77/870,231	3902721
STEELSIDE	74/070,483	1685992
STEELTEK SUPREME	86/190,812	4837474
TRILOGY	77/937,960	3971488
TRIMESSENTIALS BY GENTEK	78/439,074	3163566
TRIMESSENTIALS BY REVERE	78/439,083	3143105

RECORDED: 11/22/2016