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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM587796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type				
ASSOCIATED MATERIALS, LLC		07/21/2020	Limited Liability Company: DELAWARE				
GENTEK BUILDING PRODUCTS, INC.		07/21/2020	Corporation: DELAWARE				
ASSOCIATED MATERIALS INCORPORATED		07/21/2020	Corporation: DELAWARE				

RECEIVING PARTY DATA

Name: UBS AG, STAMFORD BRANCH, as US Collateral Agent	
Street Address: 600 Washington Boulevard	
City:	Stamford
State/Country: CONNECTICUT	
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark								
Registration Number:	5307039	ALSIDE JOBSIGHT 3D								
Registration Number:	5307040	ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. E								
Registration Number:	4117222	FRAMEWORKS								
Registration Number:	4602946	FUSION								
Registration Number:	4570618	INSTALLED SALES SOLUTIONS								
Registration Number:	4606625	MEZZO								
Registration Number:	4909812	MONTROSE								
Registration Number:	4602860	OPTIGLIDE								
Registration Number:	4756972	PERMAFINISH								
Registration Number:	4316982	PRESERVATION RESERVE								
Registration Number:	4238930	PROMENADE								
Registration Number:	4564544	SANCTUARY								
Registration Number:	4837474	STEELTEK SUPREME								
Serial Number:	88489445	SWIFTLOCK								
Serial Number:	88489457	TRIMWORKS								

TRADEMARK REEL: 007004 FRAME: 0756

900560121

Property Type	Number	Word Mark
Registration Number:	6023009	(GP) ² TECHNOLOGY
Registration Number:	5957875	ASCEND
Serial Number:	88802239	ASCEND COMPOSITE CLADDING SYSTEM
Registration Number:	5996293	CONNECTPRO
Registration Number:	5810202	NEXTSALE

CORRESPONDENCE DATA

Fax Number:

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	07/21/2020

Total Attachments: 5

source=AMI - US Trademark Security Agreement [Executed]#page1.tif source=AMI - US Trademark Security Agreement [Executed]#page2.tif source=AMI - US Trademark Security Agreement [Executed]#page3.tif source=AMI - US Trademark Security Agreement [Executed]#page4.tif source=AMI - US Trademark Security Agreement [Executed]#page5.tif

TRADEMARK REEL: 007004 FRAME: 0757

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of July 21, 2020, among the Persons listed on the signature pages hereof (the "Grantors"), and UBS AG, STAMFORD BRANCH, as US collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "US Collateral Agent").

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 October 13, 2010 (as amended by that certain Amendment No. 1 to US Security Agreement, dated as of April 26, 2013, and by that certain Amendment No. 2 to US Security Agreement, dated as of November 22, 2016, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "US Security Agreement"), among ASSOCIATED MATERIALS INCORPORATED (f/k/a AMH INTERMEDIATE HOLDINGS CORP. and CAREY 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 US Collateral Agent.

The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of that certain Second Amended and Restated Revolving Credit Agreement, dated as of November 22, 2016 (as amended by Incremental Amendment No. 1 to Second Amended and Restated Credit Agreement dated as of June 8, 2018, Amendment No. 1 to Second Amended and Restated Revolving Credit Agreement dated as of February 1, 2019, Amendment No. 2 to Second Amended and Restated Revolving Credit Agreement dated as of June 28, 2019, Amendment No. 3 to Second Amended and Restated Revolving Credit Agreement dated as of November 5, 2019 and Incremental Amendment No. 2 to Second Amended and Restated Credit Agreement dated as of March 4, 2020, and as further amended, restated, amended and restated, supplemented or modified to date, the "Credit Agreement") shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

Pursuant to Section 4.4(e) of the US Security Agreement, each 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 US Collateral Agent in such 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 US Collateral Agent and Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the US Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto and all goodwill of the business connected with the use of, and symbolized by, each such Trademark (collectively, the "Collateral"). Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any intellectual property, including United States intent-to-use trademark applications, to the extent that and for so long as the creation of a security interest therein would invalidate or impair the enforceability or validity of the Grantors' right, title or interest therein.

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- SECTION 2. <u>Security for Obligations</u>. The grant of a Security Interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the US 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>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, 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. Each Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the US Collateral Agent 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. <u>Counterparts</u>. 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. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to the Grantors shall be given to it in care of the Company at the Company's address set forth in Section 13.2 of the Credit Agreement.
- SECTION 9. <u>Expenses</u>. Each Grantor agrees to reimburse the US Collateral Agent 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 US Collateral Agent.

[Signature pages follow]

TRADEMARK REEL: 007004 FRAME: 0759 IN WITNESS WHEREOF, Grantors and the US Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

ASSOCIATED MATERIALS, LLC

By:

Name: Mark Schie

Title: Executive Vice President, Chief

Financial Officer

ASSOCIATED MATERIALS INCORPORATED

By:

Name: Mark Schie

Title: Executive Vice President, Chief

Financial Officer

GENTEK BUILDING PRODUCTS, INC.

By:

Name: Mark Schie

Title: Executive Vice President, Chief

Financial Officer

[Intellectual Property Security Agreement (Trademarks)]

TRADEMARK REEL: 007004 FRAME: 0760 UBS AG, STAMFORD BRANCH,

as US Collateral Agent

By:

Name: Darlene Arias

Title: Director

By:

Name:

Anthony Joseph

Title: Associate Director

REEL: 007004 FRAME: 0761

UNITED STATES TRADEMARKS

NEXTSALE	CONNECTPRO	SYSTEM and Design		(GP) ² TECHNOLOGY	TRIMWORKS	SWIFTLOCK	STEELTEK SUPREME	SANCTUARY	PROMENADE	PRESERVATION RESERVE	PERMAFINISH	OPTIGLIDE	MONTROSE	MEZZO	& Design	INSTALLED SALES SOLUTIONS (Stylized)	FUSION	FRAMEWORKS	VISUALIZE. ESTIMATE. & Design	ALSIDE JOBSIGHT 3D	ALSIDE JOBSIGHT 3D	Trademark
		CLADDING														ONS (Stylized)			esign esign	MEASURE.		
Associated Materials, LLC	Associated Materials, LLC	Associated Materials, LLC	Gentek Building Products, Inc.	Associated Materials, LLC	Associated Materials, LLC	Associated Materials, LLC	Gentek Building Products, Inc.	Associated Materials, LLC	Associated Materials, LLC	Associated Materials, LLC		Associated Materials, LLC	Associated Materials, LLC	Associated Materials, LLC		Associated Materials, LLC	Associated Materials, LLC	Owner				
US	US	S	SUS	US	US	US	US	US	US	US	US	US	US	US		US	US	US		US	US	Country
Registered	Registered	Pending	Registered	Registered	Pending	Pending	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered		Registered	Registered	Registered		Registered	Registered	Status
87886162	88558902	88802239	88428958	88596023	88/489,457	88/489,445	86/190,812	85/430,660	85/416,371	85/705,029	86/190,827	86/006,720	86/469,346	85/951,229		85/705,407	86/031,520	85/245,122		86/695,246	86/695,234	App#
4/20/19	8/1/19	2/19/20	5/14/19	8/28/19	6/26/19	6/26/19	2/11/14	9/23/11	9/7/11	8/16/12	2/11/14	7/10/13	12/2/14	6/5/13		8/16/12	8/7/13	2/17/11		7/16/15	7/16/15	Filed
5810202	5996293		395/8/5	6023009			4837474	4564544	4238930	4316982	4756972	4602860	4909812	4606625		4570618	4602946	4117222		5307040	5307039	Reg#
7/23/19	2/25/20		1///20	3/31/20			10/20/15	7/8/14	11/6/12	4/9/13	6/16/15	9/9/14	3/1/16	9/16/14		7/22/14	9/9/14	3/27/12		10/10/17	10/10/17	Reg Date

RECORDED: 07/21/2020

TRADEMARK REEL: 007004 FRAME: 0762

SCHEDULE A TO THE INTELLECTUAL PROPERTY

SECURITY AGREEMENT