

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Associated Materials, LLC		08/24/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 74</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1361396	ALSIDE	
<b>Registration Number:</b>	1374768	ALSIDE	
<b>Registration Number:</b>	1362890	ALSIDE	
<b>Registration Number:</b>	1366665	ALSIDE	
<b>Registration Number:</b>	5307039	ALSIDE JOBSIGHT 3D	
<b>Registration Number:</b>	5307040	ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. E	
<b>Registration Number:</b>	3124384	ALSIDE-YOUR FRIEND IN THE BUSINESS	
<b>Registration Number:</b>	2982062	AMHERST	
<b>Registration Number:</b>	2959666	ARCHITECTURAL CLASSICS	
<b>Registration Number:</b>	2769198	ARCHITECTURAL SCALLOPS	
<b>Registration Number:</b>	3036616	BARRIER XP	
<b>Registration Number:</b>	2929845	BECAUSE LIFE IS FOR LIVING	
<b>Registration Number:</b>	2808598	BOARD & BATTEN	
<b>Registration Number:</b>	2741918	CENTERLOCK	
<b>Registration Number:</b>	2764215	CHARTER OAK	
<b>Registration Number:</b>	2999175	CHARTER OAK ENERGY ELITE	
<b>Registration Number:</b>	3755833	CHROMATRUE	
<b>Registration Number:</b>	2696468	CLIMASHIELD	
<b>Registration Number:</b>	2420765	CLIMATECH	
<b>TRADEMARK</b>			

CH \$1865.00 1361396

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	2775465	COLORCONNECT
<b>Registration Number:</b>	2126899	CONQUEST
<b>Registration Number:</b>	3577573	COVENTRY BY ALSIDE
<b>Registration Number:</b>	3540750	CYPRESS CREEK
<b>Registration Number:</b>	2958504	ENERGYMAXX
<b>Registration Number:</b>	2189267	EXCALIBUR
<b>Registration Number:</b>	3003107	EXTERIOR ACCENTS
<b>Registration Number:</b>	3136821	FAIRHAVEN SOUND
<b>Registration Number:</b>	1372534	FIRST ON AMERICA'S HOMES
<b>Registration Number:</b>	3963186	FRAMEWORKS
<b>Registration Number:</b>	4117222	FRAMEWORKS
<b>Registration Number:</b>	4602946	FUSION
<b>Registration Number:</b>	2808599	GENEVA
<b>Registration Number:</b>	3250778	GREENBRIAR
<b>Registration Number:</b>	3165962	HARBOR POINTE
<b>Registration Number:</b>	2754487	HOMERUN
<b>Registration Number:</b>	3842767	ILLUMINATIONS
<b>Registration Number:</b>	4570618	INSTALLED SALES SOLUTIONS
<b>Registration Number:</b>	3208465	ISS INSTALLED SALES SOLUTIONS
<b>Registration Number:</b>	4606625	MEZZO
<b>Registration Number:</b>	4909812	MONTROSE
<b>Registration Number:</b>	3020158	NEXTSALE NEIGHBORHOOD MARKETING PROGRAM
<b>Registration Number:</b>	1415900	ODYSSEY
<b>Registration Number:</b>	3188626	ODYSSEY PLUS
<b>Registration Number:</b>	4602860	OPTIGLIDE
<b>Registration Number:</b>	2801477	PELICAN BAY
<b>Registration Number:</b>	3032834	PLATINUM SERIES INSULATION
<b>Registration Number:</b>	2589831	PRESERVATION
<b>Registration Number:</b>	3340790	PRESERVATION
<b>Registration Number:</b>	4316982	PRESERVATION RESERVE
<b>Registration Number:</b>	2979824	PRODIGY
<b>Registration Number:</b>	4238930	PROMENADE
<b>Registration Number:</b>	4564544	SANCTUARY
<b>Registration Number:</b>	1376459	SATINWOOD
<b>Registration Number:</b>	2982063	SEQUOIA
<b>Registration Number:</b>	2785031	SHEFFIELD
<b>Registration Number:</b>	2982064	SIGNATURE
<b>Registration Number:</b>	3525079	SOLARTHERM

Property Type	Number	Word Mark
Registration Number:	2861761	THE ARCHITECTURAL COLOR COLLECTION
Registration Number:	1494265	THE CENTURY SERIES
Registration Number:	1242108	THE DESIGNER'S SELECTION
Registration Number:	3908091	TRIBEAM
Registration Number:	2702687	TRIMWORKS
Registration Number:	1803751	ULTRAGUARD
Registration Number:	1699824	ULTRAMAXX
Registration Number:	2793070	WESTBRIDGE
Registration Number:	1656826	WILLIAMSPORT
Registration Number:	3526021	WINDOWEXPRESS
Registration Number:	6023009	(GP) <sup>2</sup> TECHNOLOGY
Registration Number:	5957875	ASCEND
Registration Number:	5996293	CONNECTPRO
Registration Number:	5810202	NEXTSALE
Registration Number:	6114777	SWIFTLOCK
Registration Number:	6114778	TRIMWORKS
Serial Number:	88802239	ASCEND COMPOSITE CLADDING SYSTEM

#### CORRESPONDENCE DATA

Fax Number: 4152687522

*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: 415-261-6538

Email: kgalt@mofo.com

Correspondent Name: Muzamil Huq, Morrison & Foerster LLP

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	56172.1050
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/Muzamil Huq/
DATE SIGNED:	08/31/2020

#### Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 24, 2020, by and between the Person listed on the signature pages hereof (the "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as notes collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Notes Collateral Agent").

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 that certain U.S. Notes Security Agreement, dated as of August 24, 2020 (the "U.S. Notes Security Agreement"), by and among ASSOCIATED MATERIALS, LLC, a Delaware limited liability company, AMH NEW FINANCE, INC., a Delaware corporation (individually, a "Company", and collectively, the "Companies"), each of the subsidiaries of the Companies 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(f) of the U.S. Notes Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the Security Interest granted under the U.S. Notes Security Agreement to the Notes Collateral Agent in the Grantor's United States Registered Intellectual Property and IP License Agreements in which a Grantor is listed as an exclusive licensee of any Copyright registration 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 and IP License Agreements in which a Grantor is listed as an exclusive licensee of any Copyright registration.

Accordingly, the Notes Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent for the ratable benefit of the Secured Parties a Security Interest and continuing lien in all of the 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").

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations (including, without limitation, amounts which 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 Grantor).

SECTION 3. Recordation. The Grantor hereby 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 Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. Notes Security Agreement. The Grantor does 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 Collateral are more fully set forth in the U.S. 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 U.S. Notes Security Agreement, the terms of the U.S. Notes Security Agreement shall govern.

SECTION 5. Counterparts. 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 U.S. 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. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.02 of the Indenture.

SECTION 9. Expenses. The Grantor hereby agrees 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.

SECTION 10. Concerning the Notes Collateral Agent. WTNA is entering this Trademark Security Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Indenture and the Other Pari Passu Lien Obligations Agreement, including without limitation those set forth in Article 11 of the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

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

ASSOCIATED MATERIALS, LLC

By:   
Name: William Horvath  
Title: Treasurer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Notes Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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

ASSOCIATED MATERIALS, LLC

By: \_\_\_\_\_

Name:

Title:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Notes Collateral Agent

By: Barry D. Somrock \_\_\_\_\_

Name: Barry D. Somrock

Title: Vice President

SCHEDULE A TO THE  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Trademark	App No.	Reg No.
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	5307039
ALSIDE JOBSIGHT 3D MEASURE. VISUALIZE. ESTIMATE. & Design	86/695,246	5307040
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
CENTERLOCK	78/138,973	2741918
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
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
EXCALIBUR	75/326,044	2189267
EXTERIOR ACCENTS	78/482,503	3003107
FAIRHAVEN SOUND	78/482,510	3136821
FIRST ON AMERICA'S HOMES	73/484,992	1372534
FRAMEWORKS	77/964,647	3963186
FRAMEWORKS	85/245,122	4117222
FUSION	86/031,520	4602946
GENEVA	78/180,107	2808599
GREENBRIAR	78/766,612	3250778
HARBOR POINTE	78/337,637	3165962
HOMERUN	78/116,147	2754487
ILLUMINATIONS	77/771,447	3842767



<b>Trademark</b>	<b>App No.</b>	<b>Reg No.</b>
INSTALLED SALES SOLUTIONS (Stylized) & Design	85/705,407	4570618
ISS INSTALLED SALES SOLUTIONS	78/855,546	3208465
MEZZO	85/951,229	4606625
MONTROSE	86/469,346	4909812
NEXTSALE NEIGHBORHOOD MARKETING PROGRAM	78/440,921	3020158
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
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
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 COLLECTION	78/099,211	2861761
THE CENTURY SERIES	73/686,309	1494265
THE DESIGNER'S SELECTION	73/354,368	1242108
TRIBEAM	85/068,313	3908091
TRIMWORKS	78/121,757	2702687
ULTRAGUARD	74/326,518	1803751
ULTRAMAXX	74/107,251	1699824
WESTBRIDGE	78/138,944	2793070
WILLIAMSPORT	74/059,475	1656826
WINDOWEXPRESS	77/237,478	3526021
(GP) <sup>2</sup> TECHNOLOGY	88596023	6023009
ASCEND	88428958	5957875
ASCEND COMPOSITE CLADDING SYSTEM and Design	88802239	
CONNECTPRO	88558902	5996293
NEXTSALE	87886162	5810202
SWIFTLOCK	88489445	6114777
TRIMWORKS	88489457	6114778