

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3747561

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ASSOCIATED MATERIALS, LLC	02/19/2016
RECEIVING PARTY DATA		
Name:	H&F FINCO LLC	
Street Address:	390 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	D603068	
Patent Number:	D603069	
Patent Number:	D603067	
Patent Number:	5775042	
Patent Number:	6393792	
Patent Number:	5899239	
Patent Number:	6311955	
Patent Number:	5704188	
Patent Number:	6804921	
Patent Number:	5878543	
Patent Number:	6050041	
Patent Number:	7040067	
Patent Number:	7188454	
Patent Number:	7478507	
Patent Number:	5421556	
Patent Number:	5445208	
Patent Number:	5661939	
Patent Number:	5759660	
Application Number:	11462477	

CORRESPONDENCE DATA**Fax Number:** (312)862-2200

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: 5

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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 – PATENTS

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 Patent 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 Patents 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 Patents]

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 Patents]

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS & PATENT APPLICATIONS

Title	Appl./Reg. Number
Siding element	D603,068
Siding element	D603,069
Siding element	D603,067
Siding Panel with Interlocking Projection	5,775,042
Splicing Member for Siding Panels	6,393,792
Tubular fencing components formed from plastic sheet material	5,899,239
Fencing system with partial wrap components and tongue and groove board substitute	6,311,955
Post Structure	5,704,188
Cap for tubular construction components and connector	6,804,921
Interlocking siding panel	5,878,543
Splicing member for siding panels	6,050,041
Siding panel with insulated backing panel	7,040,067
Siding panel with insulated backing panel	7,188,454
Splicer for siding panel assembly	7,478,507
Splicing member for siding panels	6,050,041
Modular fencing components	5,421,556
Vinyl door panel section	5,445,208
Interlocking panel and method of making the same	5,661,939
Plastic covered articles for railings and a method of making the same	5,759,660
Siding Panel with Insulated Backing Panel	11/462,477