

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4379541

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TERM LOAN)	
CONVEYING PARTY DATA		
	Name	Execution Date
	CPG INTERNATIONAL LLC	03/30/2017
	SCRANTON PRODUCTS, INC.	03/30/2017
RECEIVING PARTY DATA		
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AND COLLATERAL AGENT	
Street Address:	1301 6TH AVENUE	
Internal Address:	9TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 33		
Property Type	Number	
Patent Number:	9238897	
Patent Number:	9194085	
Patent Number:	9175445	
Patent Number:	9011036	
Patent Number:	D720474	
Patent Number:	D720475	
Patent Number:	D720867	
Patent Number:	D720868	
Patent Number:	D753847	
Patent Number:	D753848	
Application Number:	14712373	
Application Number:	14712412	
Application Number:	14830823	
Application Number:	15042637	
Application Number:	15146113	
Application Number:	29520836	
Application Number:	29520840	
Application Number:	29520842	

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Property Type	Number
Application Number:	29520846
Application Number:	29520849
Application Number:	29532103
Application Number:	29554577
Application Number:	29554585
Application Number:	29554717
Application Number:	29561811
Application Number:	29561815
Application Number:	29561819
Application Number:	29561820
Application Number:	15145271
Application Number:	15338810
Application Number:	29563044
Application Number:	29563048
Application Number:	29563225

CORRESPONDENCE DATA

Fax Number: (650)251-5002

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: (650) 251-5106

Email: jnull@stblaw.com

Correspondent Name: AMBER HAREZLAK

Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	022537/0228
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/21/2017

Total Attachments: 6

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Patent Security Agreement

Patent Security Agreement, dated as of March 30, 2017, by CPG International LLC and Scranton Products, Inc. (the “Pledgors”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent and Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to an Term Loan Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”) in favor of the Administrative Agent and Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent and Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the TERM LOAN Security Agreement and used herein have the meaning given to them in the TERM LOAN Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgors hereby pledge and grant to the Administrative Agent and Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of each of their right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Collateral Agent pursuant to the Term Loan Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control unless the Administrative Agent and Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Termination Date or such other date as Pledged Collateral may be released pursuant to Section 7.15 of the Term Loan Security Agreement, the Administrative Agent and Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral, grant, assignment, lien and security interest pledged and granted in and to all of its right, title and interest in, to and under the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

CPG INTERNATIONAL LLC

By: 

Name: Chris Eppel

Title: CFO

SCRANTON PRODUCTS INC.

By: 

Name: Chris Eppel

Title: CFO

[Signature Page to Patent Security Agreement (Term Loan)]

Accepted and Agreed:

BARCLAYS BANK PLC
as Administrative Agent and Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President

**SCHEDULE I to
Patent Security Agreement**

United States Patents and Patent Applications

Owner	Title	Patent No.	Application No.
CPG International LLC	Universal Skirt Board	9,238,897	14/052,142
CPG International LLC	Methods of Installing a Paving System	9,194,085	14/178,400
CPG International LLC	Methods for Installing a Bounded Paving System	9,175,445	14/690,733
CPG International LLC	Methods for Installing a Bounded Paving System	9,011,036	14/196,353
CPG International LLC	Rail System and Method for Assembly	Pending	14/712,373
CPG International LLC	Rail System and Method for Assembly	Pending	14/712,412
CPG International LLC	Use of Recycled Packaging in Polymer Composite Products	Pending	14/830,823
CPG International LLC	Guard Rail System	Pending	15/042,637
CPG International LLC	Use of Recycled Packaging in Polymer Composite Products	Pending	15/146,113
CPG International LLC	Bed Moulding	D720,474	29/461,408
CPG International LLC	Wainscot Cap	D720,475	29/461,411
CPG International LLC	Colonial Base Cap	D720,867	29/461,415
CPG International LLC	Rake Moulding	D720,868	29/461,420
CPG International LLC	Rake Moulding	D753,847	29/520,223
CPG International LLC	Corner Board	D753,848	29/520,231
CPG International LLC	Rail Assembly Profile	Pending	29/520,836
CPG International LLC	Rail Assembly Profile	Pending	29/520,840
CPG International LLC	Rail Assembly	Pending	29/520,842
CPG International LLC	Rail Assembly	Pending	29/520,846

[Schedule I to Patent Security Agreement (Term Loan)]

**PATENT
REEL: 042311 FRAME: 0170**

Owner	Title	Patent No.	Application No.
CPG International LLC	Rail Assembly	Pending	29/520,849
CPG International LLC	Post Cover Profile	Pending	29/532,103
CPG International LLC	Railing Top Rail	Pending	29/554,577
CPG International LLC	Insert for Railing Top Rail	Pending	29/554,585
CPG International LLC	Railing Bottom Rail	Pending	29/554,717
CPG International LLC	Rail Profile	Pending	29/561,811
CPG International LLC	Rail	Pending	29/561,815
CPG International LLC	Rail Profile	Pending	29/561,819
CPG International LLC	Rail	Pending	29/561,820
Scranton Products Inc.	Modular Latch Bar	Pending	15/145,271
Scranton Products Inc.	Partition System	Pending	15/338,810
Scranton Products Inc.	Locker Latch Bar	Pending	29/563,044
Scranton Products Inc.	Latch Bar for a Locker	Pending	29/563,048
Scranton Products Inc.	Latch Bar	Pending	29/563,225

[Schedule I to Patent Security Agreement (Term Loan)]