

04-05-2005



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0024 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Armacell, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Name: Deutsche Bank AG London
 Internal
 Address: Winchester House
 Street Address: 1 Great Winchester Street
 City: London State: United Kingdom Zip: EC2N 2DB

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other London Branch of a German Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement Supplement

Execution Date: March 10, 2005

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
N/A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1,634,067	1,241,174	1,218,382
1,807,515	1,718,121	2,282,535

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING LLP
 Street Address: 599 Lexington Avenue
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

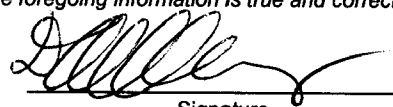
7. Total fee (37 CFR 3.41)..... \$ 160.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel C. Glazer  March 30, 2005
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated March 10, 2005, is made by the person listed on the signature page hereof (the "Grantor") in favor of Deutsche Bank AG London, as successor to Morgan Stanley Senior Funding, Inc. as security agent (the "Security Agent") for the Senior Finance Parties (as defined in the Security Agreement referred to below). Terms used and not defined herein are used as defined in the Security Agreement.

WHEREAS, Armacell International GmbH and certain of its subsidiaries have entered into a facility agreement dated as of April 27, 2000 and amended and restated as of May 20, 2004 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement") with Morgan Stanley Senior Funding, Inc., as original Arranger and as Syndicated and Documentation Agent and Original Bank, Deutsche Bank AG London, as Facility Agent and Security Agent, and the other financial institutions party thereto as banks.

WHEREAS, pursuant to the Facility Agreement, the Grantor and certain other persons have executed and delivered that certain Amended and Restated Security Agreement dated June 10, 2004 made by the Grantor and such other persons to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement made by the Grantor and such other persons to the Security Agent dated June 21, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Security Agent for the ratable benefit of the Senior Finance Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Confirmation of Grant of Security.

The Grantor hereby grants to the Security Agent for the ratable benefit of the Senior Finance Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- (i) The United States, international, and foreign patents and patent applications set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States and foreign trademark and service mark registrations and applications set forth in Schedule II hereto (the "Trademarks");

(iii) The copyrights and United States and foreign copyright registrations and applications set forth in Schedule III hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Supplement to Security Agreement.

Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

Section 3. Security for Obligations.

The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation.

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies.

This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the 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 Security Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law.

This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARMACELL, LLC

By: James F. Mars, Jr.

Name: James F. Mars, Jr.
Title: Vice President

Address for Notices:

7600 Oakwood Street Extension

Mebane, NC 27302

Patents

None.

Schedule II
to IP Security Agreement Supplement

Trademarks

Trademark	Registration Number
Aerolite	U.S. Reg. No. 1634067
Evalite	U.S. Reg. No. 1241174
Evalite	Canadian Reg. No. 520597
Evalite	European Reg. No. 575341
My.T.Lite	U.S. Reg. No. 1218382
Sofstep	U.S. Reg. No. 1807515
Solite	U.S. Reg. No. 1718121
Tufstep	U.S. Reg. No. 2282535

Unregistered Logos

Monarch Rubber Company Logo

Copyrights

Registered Copyrights

None.

Unregistered Copyrights

1. Closed Cell Rubber & Plastics Guide
2. Monarch Rubber Technical CD
3. Closed Cell Rubber Technical Presentation
4. All other unregistered copyrights owned by the Grantor