

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockland Industries, Inc.		02/22/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0763593	ROC-LON	
Registration Number:	1250375	INSUL-TRAC	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal (PHR&D)		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	52-273 (ROCKLAND)		
NAME OF SUBMITTER:	Bobbi Acord		

CH \$65.00 0763593

Signature:	/ba/
Date:	03/29/2007
Total Attachments: 7 source=Trademark Letter Amendment#page1.tif source=Trademark Letter Amendment#page2.tif source=Trademark Letter Amendment#page3.tif source=Trademark Letter Amendment#page4.tif source=Trademark Letter Amendment#page5.tif source=Trademark Letter Amendment#page6.tif source=Trademark Letter Amendment#page7.tif	



February 22, 2007

Bank of America, N.A., as Agent
300 Galleria Parkway, N.W.
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Rockland Industries, Inc. ("Borrower") and Bank of America, N.A., as successor in interest to Fleet Capital Corporation, as Agent (in such capacity, "Agent"), dated January 13, 2000, as recorded in the United States Patent and Trademark Office ("USPTO") on January 19, 2000 at Reel/Frame number 002019/0095 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Loan and Security Agreement dated January 13, 2000 among Agent, Borrower and the financial institutions party thereto from time to time as Lenders, as amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Agent whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Borrower acknowledges that it has obtained rights to the trademarks listed on the attached Exhibit A-1. Agent and Borrower agree to amend the Trademark Security Agreement to include the trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Agent and Lenders of all of the Obligations, Borrower hereby grants and regrants to Agent, for the benefit of itself, as Agent and for the ratable benefit of Lenders, a continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

68396_3

PLEASE REPLY TO: BALTIMORE, MARYLAND

PO BOX 17288
BALTIMORE, MARYLAND 21287
PHONE: (410) 522-2545
FAX: (410) 522-2545
EMAIL: MAIL@ROC-LON.COM

261 FIFTH AVENUE
NEW YORK 10018
PHONE: (212) 676-8220
FAX: (212) 799-7410

BAMBERG
SOUTH CAROLINA, 29008
PHONE: (803) 245-2496
FAX: (803) 245-4430

INTERNATIONAL CUSTOMERS
PHONE: (410) 522-0055
FAX: (410) 522-2545

TRADEMARK

REEL: 003511 FRAME: 0003

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Borrower hereby covenants and warrants to Agent:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral, subject to limitations imposed by law, and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Agent's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent;

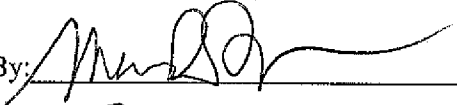
Borrower agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Borrower and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

ROCKLAND INDUSTRIES, INC.

By:  _____

Title: Pres. _____

Accepted and agreed to this
___ day of February, 2007:

BANK OF AMERICA, N.A., as Agent

By: _____

Title: _____

If this letter is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

ROCKLAND INDUSTRIES, INC.

By: _____

Title: _____

Accepted and agreed to this
22nd day of February, 2007:

BANK OF AMERICA, N.A., as Agent

By: *Douglas Cowa*

Title: *Senior Vice President*

STATE OF Maryland)
COUNTY OF Baltimore)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Mark Bluman with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be President of Rockland Industries, Inc., the within named bargainer, a Maryland corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in _____, this 22 day of February, 2007.

Christine Kaper Baxter
Notary Public

My Commission expires 5/2010

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be _____ of Bank of America, N.A., the within named bargainer, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal at office in _____, this ____ day of _____, 2007.

Notary Public

My Commission expires _____

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be _____ of Rockland Industries, Inc., the within named bargainer, a Maryland corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal at office in _____, this ____ day of _____, 2007.

Notary Public

My Commission expires _____

STATE OF Georgia)
)
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Douglas Cowan with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Sr. Vice President of Bank of America, N.A., the within named bargainer, a corporation, and that he as such Sr. V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President.

Witness my hand and seal at office in Atlanta, GA, this 22nd day of February, 2007.

Frank C. Elliott
Notary Public

My Commission expires _____
Notary Public, DeKalb County, Georgia
My Commission Expires June 7, 2009

EXHIBIT A-1

<u>Trademark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Registration Date</u>
ROC-LON	United States	0763593	January 21, 1964
INSUL-TRAC	United States	1250375	September 6, 1983