

**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
Flexitallic Investments, Inc.		04/28/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank, as Agent
Street Address:	Fifth Third Center, 38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2572720	THERMICULITE
Registration Number:	2810041	THERMICULITE
Registration Number:	2355937	THERMICULITE
Registration Number:	2618629	THERMICULITE
Registration Number:	0091864	FLEXITALLIC
Registration Number:	1807519	LS
Registration Number:	1393238	FLEXITE
Registration Number:	2556354	SIGMA
Registration Number:	1468318	FLEXICARB
Registration Number:	1147169	FLEXICARB
Registration Number:	2697149	FLEXPRO
Registration Number:	2800807	FLEXPRO
Registration Number:	2865513	ALLIED DISTRIBUTOR FLEXITALLIC
Registration Number:	2959727	FLEXITALLIC TURNAROUND MANAGER

CH \$415.00 2572720

Registration Number:	2947994	SIGMA
Registration Number:	3443524	FLEXITALLIC

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1683234
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/15/2009

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 28th day of April, 2009, Flexitallic Investments, Inc., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 201 Kingwood Medical Dr., Suite B200, Kingwood, Texas 77339, hereby gives notice that it pledged, assigned, transferred and granted to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Mail Drop 109047, Cincinnati, Ohio 45263 Attention: Judy Huls, Loan Syndications Department, acting as collateral agent hereunder for the financial institutions that are Senior Finance Parties under the Senior Credit Agreement referred to in the Intellectual Property Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such collateral agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Senior Credit Agreement Collateral Agent*"), a Lien and security interest in the following property:

- (i) Each Trademark and Trademark License listed on Schedule A hereto; and
- (ii) All Proceeds of the foregoing, including any claim by Debtor against third parties for past, present, future infringement or dilution of any such Trademark or Trademark Licensed under any such Trademark License;

to secure the prompt and complete payment and performance of all First Lien Secured Obligations of Debtor and certain affiliates of Debtor as defined in and set out in that certain Intellectual Property Security Agreement dated as of December \_\_\_\_, 2007, between Debtor, such affiliates, Landsbanki Islands hf, the predecessor collateral agent to the Senior Credit Agreement Collateral Agent with respect to the First Lien Secured Obligations and the continuing collateral agent with respect to the Second Lien Secured Obligations and Mezzanine Secured Obligations, and Société Générale, as French Agent (such Intellectual Property Security Agreement, as the same may have been or may hereafter be further amended, modified, or restated from time to time, as the "*Intellectual Property Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Intellectual Property Security Agreement.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Senior Credit Agreement Collateral Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a notice of the security interest for collateral purposes in favor of Senior Credit Agreement Collateral Agent on such Intent-To-Use Application as collateral security for the First Lien Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Senior Credit Agreement Collateral Agent with respect to its Lien and security agreement in the Trademarks and Trademark Licenses listed above and all Proceeds of the foregoing are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

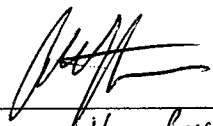
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLEXITALLIC INVESTMENTS, INC.

By   
Name GREG ENGLISH  
Title V/P & CFO

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, an Ohio banking  
corporation, as Senior Credit Agreement  
Collateral Agent

By   
Name \_\_\_\_\_  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARK NUMBERS**

<b>REGISTRATION NO.</b>	<b>TITLE OF TRADEMARK</b>	<b>REGISTRATION DATE</b>
2572720	THERMICULITE	5/28/2002
2810041	THERMICULITE	2/3/2004
2355937	THERMICULITE	6/6/2000
2618629	THERMICULITE	9/10/2002
91864	FLEXITALLIC (Stylized - Script)	6/3/1930
1807519	LS	11/30/1993
1393238	FLEXITE	5/13/1986
2556354	SIGMA (and Design)	4/2/2002
1468318	FLEXICARB	12/8/1987
1147169	FLEXICARB	2/17/1981
2697149	FLEXPRO	3/18/2003
2800807	FLEXPRO (and Design)	12/30/2003
2865513	ALLIED DISTRIBUTOR FLEXITALLIC (and Design)	7/20/2004
2959727	FLEXITALLIC TURNAROUND MANAGER	6/7/2005
2947994	SIGMA	5/10/2005
3,443,524	FLEXITALLIC	6/10/2008