

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		10/31/2011	CHARTERED BANK: CANADA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ASSIGNEE		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3503514	F FLAKEBOARD	
Registration Number:	3200046	PASSION FOR PANELS	
Registration Number:	2596431	FIBREX	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	37525		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 3503514

900206541

**TRADEMARK
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Signature:	/pja/
Date:	11/07/2011
Total Attachments: 7 source=37525#page1.tif source=37525#page2.tif source=37525#page3.tif source=37525#page4.tif source=37525#page5.tif source=37525#page6.tif source=37525#page7.tif	

**ASSIGNMENT OF FIRST LIEN SUPPLEMENTAL
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS ASSIGNMENT OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of October 31, 2011 (this "*Assignment*"), is made by ROYAL BANK OF CANADA, as existing First Lien Administrative Agent under the IP Security Agreement referred to below (in such capacity, the "*Assignor*"), in favor of CREDIT SUISSE AG, as successor First Lien Administrative Agent under the IP Security Agreement referred to below (in such capacity, the "*Assignee*").

A. Reference is made to (i) the First Lien Credit Agreement, dated as of October 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), among Flakeboard Company Limited ("*Flakeboard*"), a New Brunswick corporation, Flakeboard America Limited, a Delaware Corporation, and FLAKEBOARD GP I, a Delaware general partnership, as Borrowers, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and the Assignor, (ii) the First Lien Security and Pledge Agreement dated as of October 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security and Pledge Agreement*"), among Flakeboard, the other grantors referred to therein and the Assignor, (iii) the Intellectual Property Security Agreement dated as of June 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), made by Flakeboard, as grantor (the "*Grantor*"), in favor of the Assignor, recorded with the United States Patent and Trademark Office on June 26, 2008, at Reel 3805 and Frame 0107, and (iv) the Successor Agent Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Successor Agent Agreement*"), between the Assignor and the Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the IP Security Agreement.

B. Pursuant to the Security and Pledge Agreement and the IP Security Agreement, the Grantor granted to the Assignor a security interest in all of the Grantor's right, title and interest in, to and under the Collateral.

C. Pursuant to the Successor Agent Agreement, effective as of the date hereof, the Assignor is resigning as First Lien Administrative Agent under the First Lien Credit Agreement and the other Credit Documents, and the Assignee will be the First Lien Administrative Agent under the First Lien Credit Agreement and the other Credit Documents.

D. In connection with the foregoing, the parties hereto desire to enter into this Assignment in order to evidence the Assignor's assignment to the Assignee of all of the Assignor's right, title and interest in, to and under the Collateral, including the Trademarks set forth on Schedule A hereto.

AGREEMENT

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to the Assignee, all of the Assignor's right, title and interest in, to, and under the Collateral, including, without limitation, the security interest

granted by the Grantor to the Assignor in and to all of the Grantor's right, title and interest in, to and under the Collateral. Such assignment is made without recourse to, or representation or warranty by, the Assignor.

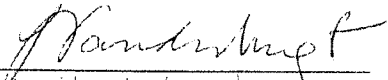
This Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Section 11(b) and Section 12 of the Successor Agent Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


ROYAL BANK OF CANADA, as
Assignor

By: 
Name: Linda Vanderburgt
Title: Director, Group Risk Management

[Signature Page to Assignment of First Lien Supplemental Intellectual Property Security Agreement]

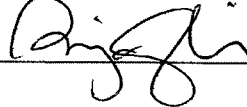
TRADEMARK
REEL: 004656 FRAME: 0510

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Assignee

By: 

Name:

Title: Christopher Reo Day
Vice President

By: 

Name:

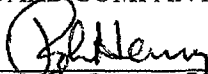
Title: Sanja Gazahi
Associate

ACKNOWLEDGEMENT AND CONSENT

Each of the Grantors hereby acknowledges and consents to the assignment of the First Lien IP Security Agreement from the Assignor to the Assignee as contemplated hereby.

DATED as of the 21ST day of OCTOBER 2011.

FLAKEBOARD COMPANY LIMITED

By: 
Name: Rob Henry
Title: CO

By: _____
Name: _____
Title: _____

I/We have the authority to bind the corporation.

[Signature Page to Assignment of First Lien Supplemental Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Flakeboard Company Limited

Title	Registration/ Serial Number
F Flakeboard	3,503,514
Passions for Panels	3,200,046
Fibrex	2,596,431

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