

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
US Greenfiber, LLC		12/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as agent
Street Address:	301 S. College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2457610	COCOON
Registration Number:	2741132	COCOON2
Registration Number:	3396369	E-Z POUR INSULATION
Serial Number:	85336667	ENERGYTIGHT
Registration Number:	3408557	FIRE SOUND PRODUCTS
Registration Number:	3400022	FRM
Registration Number:	3491434	GREENFIBER
Registration Number:	2972068	HITCH-N-HAUL
Registration Number:	2365011	SIMPLY SMARTER INSULATION

CORRESPONDENCE DATA

Fax Number: (312)558-5700
 Phone: 312 558-6352
 Email: lkonrath@winston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80393.7460
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	01/12/2012

Total Attachments: 5

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MODIFIED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Modified and Restated Trademark Security Agreement (this "Agreement") dated as of December 1, 2011, is made by and between US GREENFIBER, LLC, a Delaware limited liability company (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to Wachovia Bank, National Association (the "Lender"), under the terms of (a) that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Revolving Loan Agreement") by and among the Grantor, certain of the Grantor's affiliates and the Lender and (b) that certain Modified and Restated Loan and Security Agreement dated April 13, 2011, as amended by that certain Amendment No. 1 to Modified and Restated Loan and Security Agreement dated August 18, 2011, and as further amended by that certain Amendment No. 2 to Modified and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Term Loan Agreement" and together with the Revolving Loan Agreement, the "Loan Agreements") by and among the Grantor, certain of the Grantor's affiliates and the Lender.

WHEREAS, pursuant to (a) that certain Trademark Security Agreement dated as of August 15, 2008 by and between the Grantor and the Lender, which was duly recorded on October 9, 2008 at Reel 003867, Frame 0579 in the United States Patent and Trademark Office (as amended, restated, supplemented or otherwise modified, "Trademark Security Agreement No. 1") and (b) that certain Trademark Security Agreement dated as of August 15, 2008 by and between the Grantor and the Lender, which was duly recorded on October 9, 2008 at Reel 0003867, Frame 0905 in the United States Patent and Trademark Office (as amended, restated, supplemented or otherwise modified, "Trademark Security Agreement No. 2" and together with Trademark Security Agreement No. 1, the "Existing Trademark Security Agreements"), the Grantor granted to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the Grantor's trademarks, trademark applications, claims by the Grantor against third parties for past, present or future infringement of any trademark and all products and proceeds of the foregoing whether presently existing or hereafter arising or acquired; and

WHEREAS, Grantor and Lender have agreed to modify and restate the Existing Trademark Security Agreements, to acknowledge and evidence that the security interests granted herein and therein have been provided in exchange for value received by the Grantor pursuant to the Loan Agreements;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each trademark and trademark application of the Grantor, including, without limitation, each trademark and trademark application described on Schedule A;
- (ii) all claims by the Grantor against third parties for past, present or future infringement of any trademark including, without limitation, any trademark listed on Schedule A; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreements, the provisions of the Loan Agreements shall govern.

The Grantor and the Lender hereby agree that the Existing Trademark Security Agreements, which have remained in full force and effect to date, are now fully modified and restated by this Agreement, and the continuing security interests granted by the Grantor to the Lender in each Existing Trademark Security Agreement are now continued in this Agreement. The Grantor and the Lender hereby further agree that the continuing security interests granted herein shall secure the Grantor's obligations under each Loan Agreement, and, subject to the provisions of the Loan Agreements and applicable intercreditor arrangements, the Lender may enforce the continuing security interests granted herein to satisfy the Grantor's obligations under either Loan Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

US GREENFIBER, LLC, as Grantor

By: Dennis M. Barrineau

Name: Dennis M. Barrineau

Title: President

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Tania C. Martin, a Notary Public for said County and State, do hereby certify that Dennis M. Barrineau personally appeared before me this day and stated that (s)he is President of US GREENFIBER, LLC and acknowledged, on behalf of US GreenFiber, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 30 day of November, 2011.

Tania C Martin
Notary Public


My commission expires:

April 25, 2014

[Signature Pages Continue]

Agreed and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Lender and successor-in-interest to Wachovia Bank, National Association

By: 
Name: Courtney G. Jespersen
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Application / Serial Number	Application Date	Registration Number	Registration Date
COCOON	75359406	09/18/1997	2457610	06/05/2001
COCOON2	76350331	12/20/2001	2741132	07/29/2003
E-Z POUR INSULATION	78915253	06/23/2006	3396369	03/11/2008
ENERGYTIGHT	85336667	06/02/2011	N/A	N/A
FIRE SOUND PRODUCTS (#2) (Design)	77240222	07/27/2007	3408557	04/08/2008
FRM	78915244	06/23/2006	3400022	03/18/2008
GREENFIBER	77240227	07/27/2007	3491434	08/26/2008
HITCH-N-HAUL	76532083	07/14/2003	2972068	07/19/2005
SIMPLY SMARTER INSULATION	75414496	01/05/1998	2365011	07/04/2000