

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
LaPolla Industries, Inc.		05/03/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: TEXAS

<b>PROPERTY NUMBERS Total: 9</b>		
Property Type	Number	Word Mark
Registration Number:	4139386	AIRTIGHT SPRAY FOAM INSULATION
Registration Number:	3888459	AIRTIGHT SPRAYFOAM
Registration Number:	3888458	AIRTIGHT SPRAYFOAM
Registration Number:	3888457	AIRTIGHT
Serial Number:	77626768	THERMO-FLEX
Serial Number:	77626778	THERM-O-FLEX
Serial Number:	85636809	AIRTIGHT SPRAY FOAM INSULATION MFG. BY L
Registration Number:	4104322	LAPOLLA
Registration Number:	4104321	LAPOLLA

<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	804-788-8331

CH \$240.00 4139386

Email: HWRITM@hunton.com  
Correspondent Name: Stephen P. Demm - Hunton & Williams LLP  
Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza - East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	46124.021159
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	06/04/2013

Total Attachments: 3  
source=Lapolla Industries Inc#page1.tif  
source=Lapolla Industries Inc#page2.tif  
source=Lapolla Industries Inc#page3.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of May 3, 2013 is between LAPOLLA INDUSTRIES, INC., a Delaware corporation (the "Debtor"), and BANK OF AMERICA, N.A., a national banking association (the "Secured Party").

RECITALS:

The Debtor executed and delivered that certain Trademark Security Agreement dated as of August 31, 2010 (the "Agreement") in favor of and the Secured Party. The Agreement was filed with the United States Patent and Trademark Office on September 21, 2010 as Reel 004282, Frame 0464.

The parties hereto desire to amend the Agreement to reflect the Debtor's ownership of additional trademarks which are included as part of the Collateral in which the Debtor has granted a security interest pursuant to the Agreement.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof:

ARTICLE 1.

Definitions

Section 1.1. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

ARTICLE 2.

Amendments

Section 2.1. Amendment to Schedule 1. Schedule 1 to the Agreement (which is a description of the specific trademarks in which the Debtor grants a security interest to the Secured Party pursuant to the Agreement) is amended in its entirety to read as set forth on First Amendment Schedule 1 attached hereto.

ARTICLE 3.

Miscellaneous

Section 3.1. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement and are ratified and confirmed and shall continue in full force and effect. The Debtor and the Secured Party agree that the Agreement as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with its terms.

Section 3.2. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 3.3. Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Debtor, the Secured Party and their respective successors and assigns, except the Debtor may not assign, transfer or delegate any of its rights, duties or obligations hereunder without the prior written consent of the Secured Party. Any assignment in violation of this Section 3.3 shall be void.

Section 3.4. Counterparts. This Amendment may be executed in one or more counterparts and on electronic counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.5. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 3.6. Entire Agreement. This Amendment embodies the final, entire agreement among the parties hereto relating to the subject matter hereof and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.

Executed as of the date first written above.

DEBTOR:

LAPOLLA INDUSTRIES, INC.

By: Michael T. Adams EVP  
Michael T. Adams, Executive Vice President

SECURED PARTY  
BANK OF AMERICA, N.A.,

By: H. Michael Wills  
H. Michael Wills, Senior Vice President

FIRST AMENDMENT SCHEDULE 1

Schedule 1  
to  
Trademark Security Agreement

<u>Trademark</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
AIRTIGHT SPRAY FOAM INSULATION (logo)	Registered	U.S. Registration No. 4139386	May 18, 2012
AIRTIGHT SPRAYFOAM (logo)	Registered	U.S. Registration No. 3888459	December 14, 2010
AIRTIGHT SPRAYFOAM (wording only)	Registered	U.S. Registration No. 3888458	December 14, 2010
AIRTIGHT (wording only)	Registered	U.S. Registration No. 3888457	December 14, 2010
THERMO-FLEX (wording only)	Pending	U.S. Application Serial No. 77/626,768	Filed December 4, 2008
THERM-O-FLEX (wording only)	Pending	U.S. Application Serial No. 77/626,778	Filed December 4, 2008
AirTight Insulation, Inc. (logo)	Registered	State of South Carolina Only	Registration -- Renewed until December 15, 2013
AirTight SprayFoam (logo)	Registered	State of South Carolina Only	Registration -- Renewed until December 15, 2013
AirTight Spray Foam Insulation MFG BY LAPOLLA (design and wording)	Pending	U.S. Application Serial No. 85636809	Filed May 29, 2012
LAPOLLA (design and wording)	Registered	US Registration No. 4104322	February 28, 2012
LAPOLLA (wording only)	Registered	US Registration No. 4104321	February 28, 2012