

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
Distribution International, Inc.		07/16/2013	CORPORATION: DELAWARE
Thorpe Products Midwest, LLC		07/16/2013	LIMITED LIABILITY COMPANY: TEXAS
United Insulation Sales and Fabrication, Inc.		07/16/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue, 9th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1897510	NEPTUNE
Serial Number:	85565642	DURO TEMP
Serial Number:	85565647	ADD-A-PORT
Serial Number:	85565655	QUIK-WRAP
Serial Number:	85565682	CRYO-JAC
Serial Number:	85565690	HEAT HOLDER
Serial Number:	85565706	FITS-ALL
Serial Number:	77703230	IDS INTEGRATED DISTRIBUTION SERVICES
Serial Number:	85545756	UNIPAD

CORRESPONDENCE DATA

OP \$240.00 1897510

Fax Number: 2149997919

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

Phone: 214-220-7919

Email: jucooper@velaw.com

Correspondent Name: Julie H Cooper

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	CHA715/20017
NAME OF SUBMITTER:	Julie H Cooper
Signature:	/juliehcooper/
Date:	11/26/2013

Total Attachments: 6

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT
(REVOLVING CREDIT AGREEMENT)**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 16, 2013, is entered into by and among Distribution International, Inc., a Delaware corporation (the "**U.S. Borrower**"), Thorpe Products Midwest, LLC, a Texas limited liability company ("**Thorpe Midwest**"), United Insulation Sales and Fabrication, Inc., a Texas corporation ("**United**" and together with the U.S. Borrower and Thorpe Midwest, the "**Grantors**"), and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and U.S. Collateral Agent (the "**Administrative Agent**") for the Lenders and the other Secured Parties. Capitalized terms not otherwise defined herein have the meanings set forth in the U.S. GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 16, 2013 by and among the Grantors, certain affiliates of the Grantors, and the Administrative Agent (as amended, restated or otherwise modified from time to time, the "**U.S. Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located (excluding, for avoidance of doubt, Trademarks constituting Excluded Assets), including the Trademarks listed on Schedule 1 ("**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) The Grantors hereby grant the Administrative Agent a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer have or claim any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY
THE LAWS OF THE STATE OF NEW YORK.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

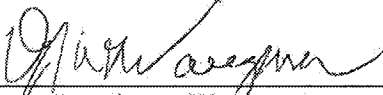
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

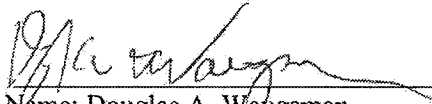
GRANTORS:

**DISTRIBUTION INTERNATIONAL, INC.
UNITED INSULATION SALES AND FABRICATION,
INC.**

By: 
Name: Douglas A. Waigaman
Title: Chief Financial Officer, Vice President and
Treasurer

THORPE PRODUCTS MIDWEST, LLC

By: Thorpe Products Company, its sole member

By: 
Name: Douglas A. Waigaman
Title: Chief Financial Officer, Vice President and
Treasurer

ACKNOWLEDGMENT OF GRANTORS

STATE OF TEXAS TX.)
COUNTY OF Harris)

On July 16, 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Douglas A. Waugaman, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Financial Officer, Vice President and Treasurer on behalf of Distribution International, Inc., a Delaware corporation, Thorpe Products Company, a Texas corporation, in its capacity as the sole member of Thorpe Products Midwest, LLC, a Texas limited liability company, and United Insulation Sales and Fabrication, Inc., a Texas corporation, and acknowledged to me that the companies executed the within instrument pursuant to their constituent documents.

WITNESS MY HAND AND/OR OFFICIAL SEAL.



(NOTARIAL STAMP OR SEAL)

Sharon Hillier
Notary Public

My Commission Expires: 8/2/2016

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and U.S. Collateral Agent

By: 
Name: Timothy J. Whitefoot
Title: Authorized Officer

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On July 12 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Timothy J. Whitefoot, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as an Authorized Officer on behalf of JPMorgan Chase Bank, N.A., a national banking association.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)




Notary Public

My Commission Expires:

SCHEDULE 1

I. TRADEMARKS:

Name of Grantor	Word Mark	Jurisdiction	Serial Number	Application or Registration Number	Filing Date	Registration Date
Distribution International, Inc.	NEPTUNE	United States	74/473957	1,897,510	12/28/1993	06/06/1995
[REDACTED]						
Distribution International, Inc.	DURO TEMP	United States	85565642	N/A	03/09/2012	N/A
Distribution International, Inc.	ADD-A-PORT	United States	85565647	N/A	03/09/2012	N/A
Distribution International, Inc.	QUIK-WRAP	United States	85565655	N/A	03/09/2012	N/A
Distribution International, Inc.	CRYO-JAC	United States	85565682	N/A	03/09/2012	N/A
Distribution International, Inc.	HEAT HOLDER	United States	85565690	N/A	03/09/2012	N/A
Distribution International, Inc.	FITS-ALL	United States	85565706	N/A	03/09/2012	N/A
Thorpe Products Midwest, LLC	IDS INTEGRATED DISTRIBUTION SERVICES	United States	77703230	3,920,379	03/31/2009	02/15/2011
United Insulation Sales and Fabrication, Inc.	UNIPAD	United States	85545756	4255319	02/17/2012	12/4/2012