

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
Isola USA Corp.		06/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75264035	CM310
Serial Number:	72256537	LO-FLO
Serial Number:	73010817	LO-FLO
Serial Number:	75053789	RCC

CORRESPONDENCE DATA

Fax Number: (212)556-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212/556-2195

Email: jdunlop@kslaw.com

Correspondent Name: Larry H. Tronco

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

09631.009005.4994

NAME OF SUBMITTER:

James D. Dunlop

Total Attachments: 5

900008770

TRADEMARK
REEL: 002866 FRAME: 0251

CH \$115.00 75264035

source=isola_1#page1.tif
source=isola_2#page1.tif
source=isola_3#page1.tif
source=isola_4#page1.tif
source=isola_5#page1.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2004, by ISOLA USA CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent US Lenders and European Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as US Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), US Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to an agreement dated as of the date hereof, between Isola GmbH (the "German Borrower") and Heller Bank AG (the "German Lender"), the German Lender has agreed to extend certain financial accommodations to the German Borrower (the "German Facility");

WHEREAS, pursuant to an agreement dated as of the date hereof, between MAS Italia S.p.A. (the "Italian Borrower") and SIB Leasing S.p.A. (the "Italian Lender"), the Italian Lender has agreed to extend certain financial accommodations to the Italian Borrower (the "Italian Facility");

WHEREAS, pursuant to an agreement dated as of the date hereof, between Isola Werke UK Ltd. (the "UK Borrower" and, together with the German Borrower and the Italian Borrower, the "European Borrowers") and GE Commercial Finance Limited (the "UK Lender" and, together with the German Lender and the Italian Lender, the "European Lenders"), the UK Lender has agreed to extend certain financial accommodations to the UK Borrower (together with the German Facility and the Italian Facility, the "European Facilities");

WHEREAS, Agent and US Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of US Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, in order to induce European Lenders to enter into the European Facilities and to induce European Lenders to extend financial accommodations to the European

Borrowers thereunder, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of European Lenders, the Security Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of US Lenders and European Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the full, prompt and complete payment and performance when due of the obligations, hereby grants (i) to Agent for itself and the benefit of US Lenders a first priority security interest and (ii) to Agent for itself and the benefit of European Lenders a second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, US Lenders and European Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ISOLA USA CORP.

By: [Signature]
Name: Marshall R. Anderson
Title: Vice President, Secretary and
Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona
) ss.
COUNTY OF Maricopa

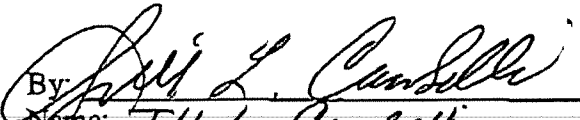
On this 15th day of June, 2004 before me personally appeared Marshall R. Anderson who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Isola USA Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jill L. Campbell
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002866 FRAME: 0256

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark	Jurisdiction	Application Number/ Date	Registration Number/ Date
Isola USA Corp.	Word mark "CM310"	U.S.	75/264035	2206530 March 26, 1997
Isola USA Corp.	Word mark "LO- FLO"	U.S.	72/256537	861191 October 17, 1966
Isola USA Corp.	Word mark "LO- FLO"	U.S.	73/010817	1017218 January 14, 1974
Isola USA Corp.	Word mark "RCC"	Benelux	918814	636133 July 2, 1998
Isola USA Corp.	Word mark "RCC"	Germany	398372101	398372101 July 3, 1998
Isola USA Corp.	Word mark "RCC"	Hong Kong	8918/98	B08997/99 July 8, 1998
Isola USA Corp.	Word mark "RCC"	Japan	56402/1998	4478074 July 2, 1998
Isola USA Corp.	Word mark "RCC"	Korea	9817357	451068 July 8, 1998
Isola USA Corp.	Word mark "RCC"	Singapore	S/7309/98	T98/07309Z July 20, 1998
Isola USA Corp.	Word mark "RCC"	Taiwan	87032737	878536 July 4, 1998
Isola USA Corp.	Word mark "RCC"	United Kingdom	2171398	2171398 July 3, 1998
Isola USA Corp.	Word mark "RCC"	United States	75/053789	2053621 February 5, 1996
Isola USA Corp.	FR 404	Common law mark		