

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armacell, LLC		06/21/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank AG London
Street Address:	1 Great Winchester Street
Internal Address:	Winchester House
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	71599723	ENSOLITE
Serial Number:	74105654	SOFT'N BACKEEZY
Serial Number:	73782454	SOFT 'N KNEEZY
Registration Number:	2042253	OLE TEX
Registration Number:	2051192	OLETEX CROSS LINKED OLEFIN FOAMS

CORRESPONDENCE DATA	
Fax Number:	(646)848-4455
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-4455
Email:	jlik@shearman.com
Correspondent Name:	Lowell Dashefsky
Address Line 1:	599 Lexington Avenue
Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

CH \$140.00 71599723

ATTORNEY DOCKET NUMBER:

2318/381

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 6

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 21, 2004, is made by ARMACELL, LLC, a Delaware limited liability company (the "Grantor") in favor of DEUTSCHE BANK AG LONDON, as successor to Morgan Stanley Senior Funding, Inc. as security agent (the "Security Agent") for the Senior Finance Parties (as defined in the Security Agreement referred to below).

WHEREAS, Armacell International GmbH and certain of its subsidiaries have entered into a facility agreement dated as of April 27, 2000 and amended and restated as of May 20, 2004 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), with Morgan Stanley Senior Funding, Inc., as Original Arranger and as Syndicated and Documentation Agent and Original Bank, Deutsche Bank AG London, as Facility Agent and Security Agent, and the other financial institutions party thereto as banks.

WHEREAS, the Grantor has executed and delivered that certain Amended and Restated Security Agreement dated June 10, 2004 made by the Grantor and certain other grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used and not defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantor and certain other grantors to the Security Agent for the ratable benefit of the Senior Finance Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security.

The Grantor hereby grants to the Security Agent for the ratable benefit of the Senior Finance Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the United States, international, and foreign patents and patent applications set forth in Schedule I hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule II hereto (the "Trademarks");

(iii) the copyrights and United States and foreign copyright registrations and applications set forth in Schedule III hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations.

The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Senior Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Supplement to Security Agreement.

Schedule VI to the Security Agreement is effective as of the date hereof, hereby supplemented to add to such Schedule VI the Collateral set forth in Schedules I through III hereto.

Section 4. Recordation.

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts.

This Agreement may be executed in any number of 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 agreement.

Section 6. Grants, Rights and Remedies.

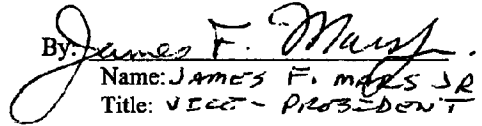
This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ARMACELL, LLC

By: .
Name: JAMES F. MARKS JR.
Title: VICE-PRESIDENT

**SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS

Patents

U.S. Pat. No. 6,527,991 entitled "Method for embossing a foam article" filed April 11, 2001 and issued March 4, 2003 (the "Patent"). Inventors were the following employees of Seller: Lynn A. Baker, David W. Cox, Erle J. Medford and James D. Symes (the "Inventors").

**SCHEDULE II
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS AND TRADENAMES

Tradename

Ensolite ®

Trademarks

Trademark	Country	Intellectual Property Class (Canada)	Status	Registration Number	Registration Date	Record Owner
Ensolite	US	Not applicable	Registered	71599723	20-Jan-53	Armacell, LLC
Soft'n Backeezy	US	Not applicable	Registered	74105654	9-Jun-92	Armacell, LLC
Soft'n Kneezy	US	Not applicable	Registered	73782454	23-Feb-89	Armacell, LLC
OleTex	Canada	17	Registered	TMA 472199	6-Mar-97	Armacell, LLC
OleTex	Mexico	1	Registered	506,039	28-Sep-95	Armacell, LLC
OleTex	Mexico	17	Registered	506,038	28-Sep-95	Armacell, LLC
OleTex	United States	1, 17	Registered	2,042,253	4-May-97	Armacell, LLC
OleTex Cross-Linked Olefin Foams	Canada	17	Registered	TMA 473128	20-May-97	Armacell, LLC
OleTex Cross-Linked Olefin Foams	Mexico	17	Registered	509,238	31-Oct-95	Armacell, LLC
OleTex Cross-Linked Olefin Foams	United States	1, 17	Registered	2,051,192	8-Apr-97	Armacell, LLC
OleTex Cross-Linked Olefin Foams	Mexico	1	Pending	225,734	28-Feb-95	Armacell, LLC

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**SCHEDULE III
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

None

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