

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
Homasote Company		04/29/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Business Alliance Capital Corp.
Street Address:	214 Carnegie Center, Suite 302
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	811216	HOMEX
Registration Number:	143272	HOMASOTE
Registration Number:	824310	HOMASOTE EASY-PLY
Registration Number:	958042	PAK-LINE
Registration Number:	973739	N.C.F.R. HOMASOTE
Registration Number:	1705007	FIRESTALL
Registration Number:	1092315	THERMASOTE
Registration Number:	2503247	ICE DECK
Registration Number:	2795622	STAPLE-SAFE
Serial Number:	76534852	METALSAFE
Serial Number:	76635353	COMFORTBASE

CORRESPONDENCE DATA

Fax Number: (609)896-1469

900024204

**TRADEMARK
 REEL: 003078 FRAME: 0665**

CH \$290.00 811216

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

Phone: 609-895-6639
Email: jblasko@foxrothschild.com
Correspondent Name: John P. Blasko
Address Line 1: Fox Rothschild LLP
Address Line 2: P.O. Box 5231
Address Line 4: Princeton, NEW JERSEY 08543-5231

NAME OF SUBMITTER:	John P. Blasko
Signature:	/John P. Blasko/
Date:	05/05/2005

Total Attachments: 6

source=Homasote - Collateral Assignment#page1.tif
source=Homasote - Collateral Assignment#page2.tif
source=Homasote - Collateral Assignment#page3.tif
source=Homasote - Collateral Assignment#page4.tif
source=Homasote - Collateral Assignment#page5.tif
source=Homasote - Collateral Assignment#page6.tif

COLLATERAL ASSIGNMENT
(Security Agreement)

WHEREAS, Homasote Company, a New Jersey corporation ("Assignor"), located and doing business at 932 Lower Ferry Road, West Trenton, New Jersey 08628, is the owner of the patents (the "Patents"), trademarks, trade dress, servicemarks and trade names (the "Trademarks"), listed on Exhibit A hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, Business Alliance Capital Corp., a Delaware corporation ("Assignee"), located and doing business at 214 Carnegie Center, Suite 302, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor and, Assignee and Assignor have entered into, among others, a Loan and Security Agreement dated the date hereof (said agreement as amended or modified from time to time the "Loan Agreement"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor as security for the full payment and performance of the Obligations, and to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks.
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;
- (f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;
- (g) all Trademarks, Trademark registrations, Trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with the Patents and Future Patents; and
- (h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks Assignor reasonably believes necessary, and to take such action as Assignor reasonably believes necessary to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, or to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall exist and not be cured within any applicable grace or cure period, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and defined in, the Loan Agreement shall exist and remain uncured within any applicable grace or cure period, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents. In the event Assignor fails or refuses to execute and deliver such documents within three (3) business days after Assignee's request, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request execute and deliver to Assignor all deeds, assignments, release of assignment, and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

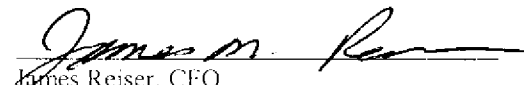
7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.

9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 29th day of April, 2005.

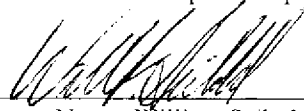
ATTEST:


James Reiser, CFO

Assignor
Homasote Company


By: 
Name: Warren Flicker
Title: CEO

Assignee
Business Alliance Capital Corp.

By: 
Name: William Seibold
Title: Senior Vice President

STATE OF NEW JERSEY :
 : SS.
COUNTY OF MERCER :

Before me this 14th day of April, 2005, personally appeared the above named Warren Flicker, to me personally known, and acknowledged to me that he is CEO of Homasote Company, and acknowledged the foregoing instrument to be the free act and deed of said corporation.

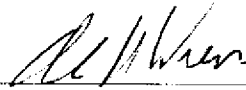


Andrew Kaplan
Attorney at Law
State of NJ

(Seal)

STATE OF NEW JERSEY :
 : SS.
COUNTY OF MERCER :

Before me this ^{2nd} day of April, 2005, personally appeared the above named William Seibold, to me personally known, and acknowledged to me that he is a Senior Vice President of Business Alliance Capital Corp., and acknowledged the foregoing instrument to be the free act and deed of said corporation.



ALAN D. WIENER
ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

(Seal)

5/1/05

HOMASOTE COMPANY

TRADEMARKS & PATENTS - APRIL 26, 2005

<u>FILE #</u>	<u>TRADEMARK</u>	<u>SERIAL NO. \</u> <u>REG. NO.</u>	<u>8 & 15</u>	<u>RENEWAL</u>
HO-1	HOMEX	811,216	ACCEPTED	7/19/2006
HO-5	HOMASOTE	143,272	ACCEPTED	5/31/2011
HO-9	HOMASOTE EASY-PLY	824,310	ACCEPTED	2/21/2007
HO-37	PAK-LINE	958,042	ACCEPTED	5/1/2013
HO-49	N.C.F.R. HOMASOTE	973,739	ACCEPTED	11/27/2013
HO-62A	FIRESTALL	1,705,007	ACCEPTED	8/4/2012
HO-70	THERMASOTE	1,092,315	ACCEPTED	5/30/2008
HO-116	ICE DECK	2,503,247	10/30/2006	10/30/2011
HO-121	STAPLE-SAFE	2,795,622	12/16/2008	12/16/2013
HO-123	METALSAFE	S.N. 76/534,852 FILED: 8/4/03 (ITU)	PENDING	---
HO-127	COMFORTBASE	PENDING	---	---