

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Manson Insulation Inc. | | 04/27/2005 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | D.B. Zwirn Special Opportunities Fund, L.P. | | |
| Street Address: | 745 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10151 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78590062 | AK BOARD | |
| Serial Number: | 78590082 | AKOUSTI-LINER | |
| Serial Number: | 78590087 | ALLEY WRAP | |
| Serial Number: | 78590120 | ALLEY-K | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)593-5955 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2127562388 | | |
| Email: | daniel.angel@srz.com | | |
| Correspondent Name: | Daniel Angel, Esq. | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| NAME OF SUBMITTER: | Daniel Angel, Esq. (017962-0031) | | |
| Signature: | /sas for da/ | | |

CH \$115.00 78590062

Date:

05/05/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") is made between **Manson Insulation Inc.** ("Manson"), a corporation formed under the laws of Canada, and **D.B. Zwirn Special Opportunities Fund, L.P.**, as agent for certain lenders ("Agent"), a Delaware limited partnership, with offices at 745 Fifth Avenue, New York, NY 10151.

WHEREAS, Manson has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A annexed hereto (the "Trademarks");

WHEREAS, Manson and Agent are party to a Deed of Hypothec and Issue of Bonds, dated as of March 3, 2005, as amended, restated, supplemented or as otherwise modified or replaced from time to time, and also a General Security Agreement, dated as of March 3, 2005, as amended, restated, supplemented or as otherwise modified or replaced from time to time (collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Manson has granted to the Agent, for the benefit of the lenders, a continuing security interest in and to all of Manson's right, title and interest in the Intellectual Property Rights and the Intellectual Property (both as defined in the Security Agreements) including without limitation the Trademarks, together with among other things, the goodwill of the business symbolized by the trademarks and any trademark registrations or applications therefor, filed or issued prior or subsequent to the date of this Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral").


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Manson confirms that it has granted and for greater certainty hereby grants to the Agent a continuing security interest in the Trademark Collateral.

Manson does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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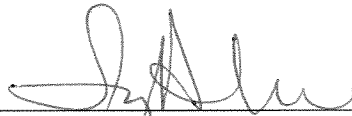
IN WITNESS WHEREOF, Manson and the Agent have each caused this Agreement to be executed by its duly authorized officer as of the 27 day of APRIL 2005.

MANSON INSULATION INC.

By: 
Name: KEITH EAMAN
Title: CHAIRMAN

CERTIFICATE OF ACKNOWLEDGMENT

On this 27 day of APRIL 2005, before me, the undersigned, personally appeared KEITH EAMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



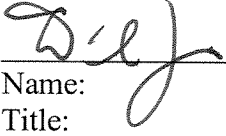
Commissioner of Oaths
for the Province of Quebec



D.B. ZWIRN SPECIAL
OPPORTUNITIES FUND, L.P., as agent

By: D.B. ZWIRN PARTNERS, LLC
its general partner

By: ZWIRN HOLDINGS, LLC
its managing member

By:  _____
Name:
Title:

Daniel B. Zwirn
Managing Member

SCHEDULE A

U.S. TRADEMARK AND TRADEMARK APPLICATIONS

| Trademark | Application or Registration Number | Filing Date | Registration Date |
|------------------|---|--------------------|--------------------------|
| AK BOARD | 78/590,062 | March 18, 2005 | N/A |
| AKOUSTI-LINER | 78/590,082 | March 18, 2005 | N/A |
| ALLEY WRAP | 78/590,087 | March 18, 2005 | N/A |
| ALLEY-K | 78/590,120 | March 18, 2005 | N/A |