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	
SIG (SOUTHWEST), INC.		11/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.	
Street Address:	901 Main Street	
Internal Address:	22nd Floor	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75202	
Entity Type:	national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1897510	NEPTUNE

CORRESPONDENCE DATA

Fax Number: (214)855-4300

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

Phone: 2148554775

Email: awalker@jenkens.com

Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	46715-1303 SIG (SOUTHWEST
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/

TRADEMARK REEL: 003438 FRAME: 0269

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Date:	12/04/2006
Total Attachments: 4	
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of November 20, 2006, by and between SIG (SOUTHWEST), INC., a Delaware corporation ("Pledgor"), and Bank of America, N.A. ("Secured Party") pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") among Insulation Holdings, Inc. and its Subsidiaries, including Pledgor, and Secured Party.

RECITALS:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all general intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on, a collateral assignment of and a continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, trademark registration ("<u>Trademark Registration</u>"), and trademark application ("<u>Trademark Application</u>"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in <u>Schedule 1</u> annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in <u>Schedule 1</u> annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future: (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

TRADEMARK REEL: 003438 FRAME: 0271 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLED	GOR:
SIG (S	OUTHWEST), INC.
By:	•
_ • •	Wm. Robert Wright
	Vice President
SECU	RED PARTY:
BANK	OF AMERICA, N.A.
Dyn	
Ву:	Hance VanBeber
	Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLI	EDG	OR:

SIG (SOUTHWEST), INC.

By:

Wm. Robert Wright Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.

By:

Hance VanBeber Senior Vice President

Schedule 1 to Trademark Security Agreement

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
SIG (Southwest), Inc.	United States of America	NEPTUNE	1,897,510	12/28/1993	

TRADEMARK SECURITY AGREEMENT – SCHEDULE 1 DALLAS2 1205710v2 46715-01303

RECORDED: 12/04/2006

TRADEMARK REEL: 003438 FRAME: 0274