

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
Fiber Composites, LLC		10/29/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3208545	FIBERAIL
Registration Number:	2358135	FIBERON
Registration Number:	2420267	FIBERAIL
Registration Number:	2705613	TOPRAIL
Registration Number:	3031442	CLEARVISIONSYSTEM
Registration Number:	3143512	FIBERON HORIZON FINE CRAFTED COMPOSITE RAILING
Serial Number:	78246739	FCC
Registration Number:	3287713	HOME \$ELECT
Registration Number:	3299066	PORTICO
Serial Number:	78606614	SANCTUARY
Serial Number:	77083530	TROPICS
Serial Number:	78694131	TROPICS
Serial Number:	77083551	TROPICS
Serial Number:	77165353	PHANTOM

CH \$415.00 3208545

Registration Number:	2666947	WEATHERBEST
Registration Number:	2763903	WEATHER BEST COMPOSITE DECKING

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	202164-0026
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/01/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of October 29, 2007, by and between Fiber Composites, LLC (the "Grantor"), and Bank of America, N.A., as Agent (the "Agent").

WITNESSETH:

WHEREAS the Grantor is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Grantor has entered into that certain Loan and Security Agreement dated as of October 29, 2007 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") among the Grantor, New London Investments, LLC, the lenders from time to time party thereto (the "Lenders"), and the Agent, pursuant to which the Grantor has granted to the Agent for the benefit of the Lenders, a security interest in, among other things, the Trademarks; and

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of Grantor's right, title and interest in the Trademarks.

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

The Grantor hereby reconfirms the terms of the Credit Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent a security interest in, such Grantor's right, title and interest in and to the Trademarks, together with the entire good will of such Grantor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Grantor and the Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

FIBER COMPOSITES, LLC

By: 

Name: Donald E Harris

Title: CFO

AGENT:

BANK OF AMERICA, N.A.

By: _____

Name: Gregory A. Kress

Title: Senior Vice President

(Trademark Security Agreement Signature Page)

TRADEMARK
REEL: 003652 FRAME: 0205

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

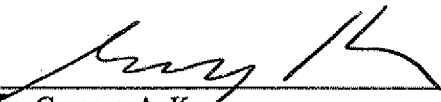
GRANTOR:

FIBER COMPOSITES, LLC

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A.

By:  _____
Name: Gregory A. Kress
Title: Senior Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Number	Serial Number	Trademark Registration Number	Date of Application	Date of Registration
FIBERAIL (Character Mark)	78-588,404	3,208,545	April 11, 2006	November 28, 2006
FIBERRAIL (Typed Drawing)	75-761,407	2,420,267	July 27, 1991	January 9, 2001
FIBERON	75-378,654	2,358,135	October 24, 1997	June 13, 2000
TOPRAIL	78-137,334	2,705,613	June 20, 2002	April 8, 2003
CLEARVISION SYSTEM	78-352,831	3,031,442	January 16, 2004	December 20, 2005
FIBERON HORIZON FINE CRAFTED COMPOSITE RAILING	78-577,560	3,143,512	March 1, 2005	September 12, 2006
FCC	78-246,739		May 7, 2003	Pending
HOME SELECT	77-054,302	3,287,713	November 30, 2006	June 19, 2007
PORTICO	78-607,484	3,299,066	April 13, 2005	September 25, 2007
SANCTUARY	78-606,614		April 12, 2005	Pending
TROPICS	77-083,530		January 16, 2007	Pending
TROPICS	78-694,131		August 17, 2005	
TROPICS (w/design)	77-083,551		January 16, 2007	Pending
PHANTOM	77-165,353		April 25, 2007	Pending

WEATHERBEST ¹		2,666,947		December 24, 2002
WEATHERBEST COMPOSITE DECKING & DESIGN ²		2,763,903		September 16, 2003

¹ To be assigned to Fiber Composites, LLC by Louisiana-Pacific Corporation post-closing.

² To be assigned to Fiber Composites, LLC by Louisiana-Pacific Corporation post-closing.