

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/04/2008	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Black Diamond Commercial Finance, L.L.C., as successor Second Lien Administrative Agent		
Street Address:	100 Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045-2580		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0715279	DURAFLAKE	
Registration Number:	1806741	PREMIER	
Registration Number:	2792186	ULTRAPINE	
Registration Number:	2294682	FIBERFLOR	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		

OP \$115.00 0715279

TRADEMARK

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REEL: 003791 FRAME: 0796

Date:

06/06/2008

**Total Attachments: 8**

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**ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY**  
**AGREEMENT**

Reference is made to the Second Lien Credit Agreement, dated as of October 16, 2006 (as amended, modified and amended and restated from time to time, the “**Second Lien Credit Agreement**”), among FLAKEBOARD AMERICA LIMITED, a Delaware corporation, FLAKEBOARD US GP I, a Delaware general partnership, FLAKEBOARD US GP II, a Delaware general partnership and FLAKEBOARD AMERICA FUNDING CORPORATION, a Delaware corporation (each of FLAKEBOARD AMERICA LIMITED, FLAKEBOARD US GP I, FLAKEBOARD US GP II, and FLAKEBOARD AMERICA FUNDING CORPORATION, a “**Grantor**” and, together, the “**Grantors**”), the lending institutions referred to therein as Lenders (collectively, the “**Lenders**”), and BLACK DIAMOND COMMERCIAL FINANCE, L.L.C. (as successor by assignment to Royal Bank of Canada), as Second Lien Administrative Agent (in such capacity, the “**Agent**”) for itself and the other Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Credit Agreement.

Pursuant to a Second Lien Intellectual Property Security Agreement, dated as of October 16, 2006, recorded with the United States Patent and Trademark Office on January 5, 2007 at Reel 003456 and Frame 0053, Grantors have assigned to Royal Bank of Canada as Second Lien Administrative Agent under the Second Lien Credit Agreement, all of their right, title and interest in and to the following (the “**Collateral**”):

the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantors, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

all reissues, division, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever by Grantors accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect

to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

any and all proceeds thereof, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

#### AGREEMENT


Royal Bank of Canada, as Second Lien Administrative Agent (the “*Assignor*”), for valuable consideration, receipt of which is hereby acknowledged, hereby assigns to Black Diamond Commercial Finance, L.L.C. as successor Second Lien Administrative Agent under the Credit Agreement (the “*Assignee*”), all the Assignor’s right, title and interest in and to the Collateral, including, without limitation, security interests in Grantors’ right, title and interest in and to the Collateral of any Grantor that is set forth on Schedule A, Schedule B and Schedule C hereto (collectively, the “*Assigned Intellectual Property Security Interest*”). This assignment is made without recourse, representations and warranties of any kind.

BDCF understands and agrees that RBC makes no representation or warranty of any kind regarding the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Credit Document or any other instrument or document furnished pursuant thereto or the sufficiency of any documentation transferring any such lien or security interest to the BDCF. Furthermore, BDCF acknowledges that it has, independently and without reliance upon RBC, conducted its own review of each of the Credit Documents and made its own decision to succeed RBC as Administrative Agent and Collateral Agent under the Credit Documents.

[Signature Pages Follow]

DATED as of the 4<sup>th</sup> day of June, 2008.

ROYAL BANK OF CANADA, as administrative  
agent, as Assignor

By:   
Name: Renuka Gnanaswaran  
Title: Manager, Agency

[Signature Page to Assignment of Second Lien IP Security Agreement]

ACCEPTANCE AND ASSUMPTION

Assignee, as successor agent accepts the foregoing assignment of the Assigned Intellectual Property Security Interests and assumes each and every obligation of the Assignor under and pursuant to the Intellectual Property Security Collateral arising from and after the date hereof.

DATED as of the 4<sup>th</sup> day of June, 2008.

BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C., as successor Second Lien Administrative  
Agent


By: [Signature]  
Name: H. Gravenhorst  
Title: M.D.

ACKNOWLEDGEMENT AND CONSENT


Each of the Grantors hereby acknowledges and consents to the assignment of the Second Lien Intellectual Property Security Agreement from the Assignor to the Assignee as contemplated hereby.

DATED as of the 4<sup>th</sup> day of June, 2008.


FLAKEBOARD AMERICA LIMITED,  
a Delaware corporation

By:   
Name: MIKE MCALOON  
Title: CFO

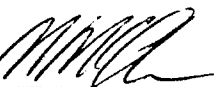
FLAKEBOARD US GP I,  
a Delaware general partnership

By:   
Name: MIKE MCALOON  
Title: CFO

FLAKEBOARD US GP II,  
a Delaware general partnership

By:   
Name: MIKE MCALOON  
Title: CFO

FLAKEBOARD AMERICA FUNDING  
CORPORATION,  
a Delaware corporation

By:   
Name: MIKE MCALOON  
Title: CFO

[Signature Page to Assignment of Second Lien IP Security Agreement]

**SCHEDULE A**

***Patents***

None.



**SCHEDULE B**

***Trademarks***

<u>Trademark</u>	<u>Trademark Registration Number</u>
DuraFlake	0715279
Premier	1806741
Ultrapine	2792186
Fiberflor	2294682

**SCHEDULE C**

***Copyrights***

None.