

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fiber Composites, LLC		12/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RBS Asset Finance, Inc.		
<b>Street Address:</b>	480 Jefferson Boulevard		
<b>City:</b>	Warwick		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02886		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77412744	CHROMALAST	
<b>Serial Number:</b>	77627558	DECK PILOT	
<b>Serial Number:</b>	77627533	FOTOKOTE	
<b>Serial Number:</b>	77627521	LUMENITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)502-5162		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172485000		
<b>Email:</b>	kschoff@choate.com		
<b>Correspondent Name:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Attn: Kell L. Schoff		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2007593-0003		

OP \$115.00 77412744

NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	12/22/2008
<b>Total Attachments: 4</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 18, 2008, by and between Fiber Composites, LLC (the "Grantor"), and RBS Asset Finance, Inc. (the "Lender").

### **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 and the Lender are party to that certain Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which the Grantor has granted to the Lender a security interest in, among other things, the Trademarks; and

WHEREAS, the Grantor and the Lender contemplate and intend that, if an Event of Default (as defined in the Security Agreement) shall occur and be continuing, the Lender 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 Security 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 Security Agreement. The Grantor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, such Grantor's right, title and interest in and to the Trademarks, together with the entire goodwill 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 Secured Obligations (as defined in the Security Agreement).

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

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

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This 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:  
Title: Donald E. Harris  
Chief Financial Officer

**LENDER:**

**RBS ASSET FINANCE, INC.**

By: \_\_\_\_\_

Name: James M. Ray  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 003908 FRAME: 0131**

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:

**LENDER:**

**RBS ASSET FINANCE, INC.**

By: 

Name: James M. Ray

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003908 FRAME: 0132**

SCHEDULE A

<i>Mark</i>	<i>Goods/Services (in Class)</i>	<i>Application No.</i>	<i>Filing Date</i>
CHROMALAST	building materials, namely, composite planks, boards and panels composed of nonmetal materials (in Class 19)	77/412,744	March 4, 2008
DECK PILOT	manually operated hand-held tools for the purpose of leveling and affixing building materials to one another (in Class 8)	77/627,558	December 5, 2008
FOTOKOTE	coating applied to the surface of outdoor building materials (in Class 2)	77/627,533	December 5, 2008
LUMENITE	coating applied to the surface of outdoor building materials (in Class 2)	77/627,521	December 5, 2008