

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
Woodbridge Foam Corporation		05/27/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	THE BANK OF NOVA SCOTIA
Street Address:	44 KING STREET WEST
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 1H1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1854585	W
Registration Number:	2258440	THE WOODBRIDGE GROUP
Registration Number:	2969143	XANABLEND
Registration Number:	2969142	XANATHANE
Serial Number:	77157424	POLYLINK
Serial Number:	77184883	POLYLINK PERFORMANCE URETHANE TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mail@ipcounselors.com
 Correspondent Name: William C. Wright
 Address Line 1: 60 East 42nd Street, Suite 820
 Address Line 4: New York, NEW YORK 10165

DOMESTIC REPRESENTATIVE

900136726

**TRADEMARK
 REEL: 004008 FRAME: 0249**

OP \$165.00 1854585

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

William C. Wright

Signature:

/William C. Wright/

Date:

06/19/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2009 (this "Agreement"), is made by WOODBRIDGE FOAM CORPORATION, an Ontario corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, as the Agent (in such capacity, the "Agent") for and on behalf of and for the benefit of the Secured Parties (as defined in the Debenture referred to below).

WITNESSETH:

WHEREAS, the Grantor, WOODBRIDGE HOLDINGS INC., a Delaware corporation ("WHI"), and other direct and indirect subsidiaries of the Grantor, the lenders from time to time party thereto (the "Lenders") and the Agent have entered into a Credit Agreement dated as of May 27, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which, among other things, the Lenders have agreed to make loans and provide other credit facilities to the Grantor, WHI and other direct or indirect subsidiaries of the Grantor, upon the terms and subject to the conditions specified in the Credit Agreement, including, among other things, certain guarantees of the Obligations (as defined in the Debenture referred to below);

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Debenture, dated as of May 27, 2009 in favor of the Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Debenture");

WHEREAS, pursuant to the Debenture, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in (or by reference in) the Debenture.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Secured Party under the Debenture. The Debenture (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of (x) the indefeasible payment in full of all Obligations and (y) the termination of any commitment of any Secured Party to make financial accommodations pursuant to any of the Secured Agreements, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Debenture and shall (unless otherwise expressly indicated herein) be construed and administered and applied in accordance with the terms thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

WOODBIDGE FOAM CORPORATION

By: 
Name: **Roland J. Deschamps**
Title: **General Counsel**

THE BANK OF NOVA SCOTIA,
as Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

WOODBIDGE FOAM CORPORATION

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Agent

By:  _____
Name: Robert Boomhour
Title: Director

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	W & DESIGN	1,854,585	09/20/1994
United States	THE WOODBIDGE GROUP	2,258,440	06/07/1999
United States	XANABLEND	3,969,143	07/19/2005
United States	XANATHANE	2,969,142	07/19/2005

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	POLYLINK.	77/157,424	04/16/2007
United States	POLYLINK & Design	77/184,883	05/18/2007

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.