

**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>
PROPRIETECT LP		05/27/2009	LIMITED PARTNERSHIP: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NOVA SCOTIA		
<b>Street Address:</b>	44 KING STREET WEST		
<b>City:</b>	TORONTO, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1H1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2003956	BIOFREE	
Registration Number:	1690060	DEPARTMENT OF THE INTERIOR	
Registration Number:	2194475	ECOSTREAM	
Registration Number:	3434103	EMT	
Registration Number:	3252628	EMT	
Registration Number:	1804479	ENERFLEX	
Registration Number:	3110785	ENERFLEX SOLUTIONS	
Registration Number:	2803911	STRATA-PLUSH	
Registration Number:	2861873	STRUCTURELITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)292-5391		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	mail@ipcounselors.com		

OP \$240.00 2003956

Correspondent Name: William C. Wright  
Address Line 1: 60 East 42nd Street, Suite 820  
Address Line 4: New York, NEW YORK 10165

DOMESTIC REPRESENTATIVE

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 PROPRIETECT LP, an Ontario limited partnership (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, WOODBRIDGE FOAM CORPORATION, an Ontario corporation (the "Parent"), WOODBRIDGE HOLDINGS INC., a Delaware corporation ("WHI"), and other direct and indirect subsidiaries of Parent, 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 Parent, WHI and other direct or indirect subsidiaries of the Parent, 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.

**PROPRIETECT LP**

By: Propriect Inc., its general partner

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	BIOFREE	2,003,956	01/10/1996
United States	DEPARTMENT OF THE INTERIOR	1,690,060	02061992
United States	ECOSTREAM	2,194,475	13/10/1998
United States	EMT	3,434,103	03/11/2008
United States	EMT	3,252,628	27/05/2008
United States	ENERFLEX	1,804,479	19/06/2007
United States	ENERFLEX SOLUTIONS	3,110,785	07/4/2006
United States	STRATA-PLUSH	2,803,911	01/13/2004
United States	STRUCTURELITE	2,861,873	07/13/2004

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.