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#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: IP Security Agreement Supplement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Linatex Corporation of America		11/26/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Standard Chartered Bank, Offshore Labuan
Street Address:	Financial Park, Jalan Merdeka
Internal Address:	Level 10(F), Main Office Tower
City:	Labuan F.T.
State/Country:	MALAYSIA
Postal Code:	87000
Entity Type:	Bank: MALAYSIA

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1179843	FLEXDECK

#### **CORRESPONDENCE DATA**

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 2013134

## DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

900148826

Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/01/2009
Total Attachments: 5 source=12-1-09 Linatex-TM#page1.tif source=12-1-09 Linatex-TM#page2.tif source=12-1-09 Linatex-TM#page3.tif source=12-1-09 Linatex-TM#page4.tif source=12-1-09 Linatex-TM#page5.tif	

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Linatex Corporation of America, a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Standard Chartered Bank, Offshore Labuan, as agent, are parties to a Facilities Agreement dated 5 November 2009 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of November 2, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Standard Chartered Bank, Offshore Labuan, as Security Trustee (the "Security Trustee", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Facilities Agreement) by granting to the Security Trustee as security trustee for the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Trustee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and
- (iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Trustee's name, from time to time, in the Security Trustee's discretion, so long as any Event of Default (as defined in the Facilities Agreement) shall have occurred

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and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 26 day of November, 2009.

LINATEX CORPORATION OF AMERICA,

As Grantor

Name: TAN CHOW Y

Title: DIRECTOR

Acknowledged:

STANDARD CHARTERED BANK, OFFSHORE LABUAN,

as Security Trustee

By:

Name: Title:

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INTELLECTUAL
PROPERTY SECURITY
AGREEMENT
SUPPLEMENT

17-40453189

## SCHEDULE 1

## TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
FLEXDECK	1,179,843	December 1, 1981; renewed December 1, 2001; next renewal due between December 1, 2010 and December 1, 2011
LINARD	TMA617653	August 25, 2004, renewal due by August 25, 2019
LINATHANE	TMA240269	February 29, 1980; renewed February 28, 1995; next renewal due by February 28, 2010

## TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
None		

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TRADEMARK
RECORDED: 12/01/2009 REEL: 004105 FRAME: 0896