

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
Thermafiber, Inc.		07/30/2007	CORPORATION: DELAWARE
American Rockwool, Inc.		07/30/2007	CORPORATION: NORTH CAROLINA
TF Holding Corp.		07/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Global Leveraged Capital Primary Credit Fund, LLC
Street Address:	451 Jackson Street
Internal Address:	2nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	0569720	-THERMAFIBER-
Registration Number:	3479151	THE NAME IN MINERAL WOOL
Registration Number:	3574300	RAINBARRIER
Registration Number:	3626065	FIRESpan
Registration Number:	3548262	IMPASSE
Registration Number:	3687242	WHEN PERFORMANCE MATTERS
Registration Number:	3747503	THERMAFIBER INSOLUTIONS
Registration Number:	3687243	SAFINGPAKS
Registration Number:	3482222	TOPSTOP
Registration Number:	3559602	K-FAC
Registration Number:	2502302	SOUNDZERO

CH \$515.00 0569720

900160883

**TRADEMARK
 REEL: 004195 FRAME: 0775**

Registration Number:	2733428	THERMATEX
Registration Number:	0686149	THERMAFIBER GLASS FIBER PRODUCTS
Registration Number:	2500606	WE CALL IT INSTALLED SILENCE
Registration Number:	3393070	HORTIFIBER
Registration Number:	3393071	HORTIFIBER ROCKWOOL
Serial Number:	77826669	VERSABOARD
Serial Number:	77867233	SAFB
Serial Number:	77548651	WHEN PRIVACY MATTERS
Serial Number:	77548642	THE HIGH RISE INSULATION EXPERTS

CORRESPONDENCE DATA

Fax Number: (312)201-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-2000
Email: calisoff@wildman.com
Correspondent Name: Adam Calisoff
Address Line 1: 225 West Wacker Drive
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	T0246.00001
NAME OF SUBMITTER:	Adam Calisoff
Signature:	/Adam Calisoff/
Date:	04/29/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Global Leveraged Capital Primary Credit Fund, LLC ("Global"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Thermafiber, Inc., a Delaware corporation ("Thermafiber"), American Rockwool, Inc., a North Carolina corporation ("American Rockwool"), TF Holding Corp., a Delaware corporation ("Holding" and together with Thermafiber and American Rockwool, the "Borrowers" and each individually a "Borrower") and each of the other entities listed on the signature pages thereof, in favor of Lead Arranger for the Lenders and each other Secured Party that have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Lead Arranger to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.


Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THERMAFIBER, INC.
as Grantor

By: 
Name: Greg Greenberg
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GLOBAL LEVERAGED CAPITAL PRIMARY CREDIT FUND, LLC
as Collateral Agent

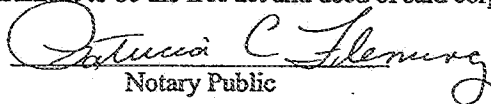
By: _____
Name:
Title:

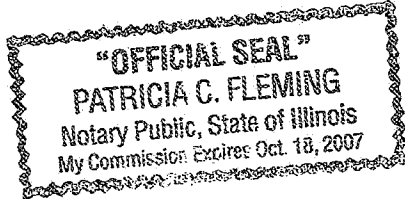
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ___ day of July, 2007 before me personally appeared Greg Greenberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Thermafiber, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK SECURITY AGREEMENT
[BORROWER]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

U.S. Reg. No.: 2,502,302
Mark: SOUNDZERO
Registered Owner:..... Thermafiber, LLC

U.S. Reg. No.: 569,720
Mark: THERMAFIBER
Registered Owner:..... Thermafiber, LLC

U.S. Reg. No.: 2,500,606
Mark: WE CALL IT INSTALLED SILENCE
Registered Owner:..... Thermafiber, LLC

U.S. Reg. No.: 2,733,428
Mark: THERMATEX
Registered Owner:..... Thermafiber, LLC

Canadian Reg. No.; TMA 140,044
Mark: THERMAFIBER
Owner:..... Thermafiber, LLC

B. TRADEMARK APPLICATIONS

Serial Number: 78762906
Mark: HORTIFIBER ROCKWOOL & Design
Owner:..... Thermafiber, Inc. (7/12/06)

Serial Number: 78762738
Mark: IMPASSE
Owner:..... Thermafiber, Inc. (7/12/06)

Serial Number: 78762951
Mark: TOPSTOP
Owner:..... Thermafiber, Inc. (7/12/06)

Serial Number 78762889
Mark: HORTIFIBER
Owner:..... Thermafiber, Inc. (7/12/06)

Serial Number 77217783
Mark: K-FAC

**AMENDED SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Trademark	Status	Registration/ Serial Number	Filing Date
US Trademarks			
THERMAFIBER	Registered	569,720	January 27, 1953
THE NAME IN MINERAL WOOL	Registered	3,479,151	April 8, 2008
RAINBARRIER	Registered	3,574,300	February 10, 2009
FIRESPAN	Registered	3,626,065	May 26, 2009
IMPASSE	Registered	3,548,262	October 16, 2008
WHEN PERFORMANCE MATTERS	Registered	3,687,242	September 22, 2009
THERMAFIBER INSOLUTIONS	Registered	3,747,503	February 9, 2010
SAFINGPAKS	Registered	3,687,243	September 22, 2009
TOPSTOP	Registered	3,482,222	August 5, 2008
K-FAC	Registered	3,559,602	October 30, 2001
SOUNDZERO	Registered	2,502,302	October 30, 2001
THERMATEX	Registered	2,733,428	July 1, 2003
THERMAFIBER GLASS FIBER PRODUCTS	Cancelled	686,149	October 3, 1958
WE CALL IT INSTALLED SILENCE	Cancelled	2,500,606	September 8, 1997
HORTIFIBER	Registered	3,393,070	March 4, 2008
HORTIFIBER ROCKWOOL	Registered	3,393,071	March 4, 2008
VERSABOARD	Filed	77,826,669	September 15, 2009
SAFB	Filed	77,867,233	September 6, 2009
WHEN PRIVACY MATTERS	Filed	77,548,651	August 15, 2008
HIGH RISE INSULATION EXPERTS	Filed	77,548,642	August 15, 2008
Canadian Trademark THERMAFIBER	Registered	TMA140044	February 6, 1964
Chinese Trademarks THERMAFIBER	Filed	7808454	November 4, 2009
FIRESPAN	Filed	7808453	November 4, 2009