

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaPolla Industries, Inc.		08/31/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77626778	THERM-O-FLEX
Serial Number:	77626768	THERMO-FLEX
Serial Number:	77626607	AIRTIGHT SPRAY FOAM INSULATION
Serial Number:	77561343	AIRTIGHT
Serial Number:	77561374	AIRTIGHT SPRAYFOAM
Serial Number:	77561420	AIRTIGHT SPRAYFOAM

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523
 Email: HWRITM@hunton.com
 Correspondent Name: Edward T. White - Hunton & Williams LLP
 Address Line 1: 951 East Byrd Street
 Address Line 2: Riverfront Plaza - East Tower
 Address Line 4: Richmond, VIRGINIA 23219-4074

TRADEMARK

900172130

REEL: 004282 FRAME: 0464

CH \$165.00 77626778

ATTORNEY DOCKET NUMBER:	46124.021159
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	09/21/2010
Total Attachments: 5 source=LaPolla Industries Trademark#page1.tif source=LaPolla Industries Trademark#page2.tif source=LaPolla Industries Trademark#page3.tif source=LaPolla Industries Trademark#page4.tif source=LaPolla Industries Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT
(Lapolla Industries, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between LAPOLLA INDUSTRIES, INC., a Delaware corporation (the "Debtor"), and BANK OF AMERICA, N.A., a national banking association (the "Secured Party"), pursuant to that certain Loan and Security Agreement, dated as of August 31, 2010 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan and Security Agreement"), among the Debtor, its Subsidiaries party thereto from time to time, the lending institutions party thereto and the Secured Party (capitalized terms defined by the Loan and Security Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Loan and Security Agreement).

R E C I T A L S:

A. Pursuant to the terms of the Loan and Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in, among other property, all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) reissues, extensions, and renewals thereof, (iii) income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) rights to sue for past, present, and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world, and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto) or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan and Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date set forth above.

DEBTOR:

LAPOLLA INDUSTRIES, INC.

By:  EVP
Michael T. Adams, Executive Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
H. Michael Wills, Senior Vice President

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date set forth above.

DEBTOR:

LAPOLLA INDUSTRIES, INC.



By: _____
Michael T. Adams, Executive Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.

By: H Michael Wills
H. Michael Wills, Senior Vice President

Schedule 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.	Comments
THERM-O-FLEX	Lapolla Industries, Inc.	77/626,778	No Liens
THERMO-FLEX	Lapolla Industries, Inc.	77/626,768	No Liens
	Lapolla Industries, Inc.	77/626,607	No Liens
AIRTIGHT	Lapolla Industries, Inc.	77/561,343	No Liens
AIRTIGHT SPRAYFOAM	Lapolla Industries, Inc.	77/561,374	No Liens
	Lapolla Industries, Inc.	77/561,420	No Liens
AIRTIGHT INSULATION, INC. and Design	Lapolla Industries, Inc.	South Carolina Registration	No Liens
AIRTIGHT SPRAYFOAM and Design	Lapolla Industries, Inc.	South Carolina Registration	No Liens