

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
Advanced Environmental Recycling Technologies, Inc.		03/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	H.I.G. AERT, L.L.C., as Administrative Agent		
Street Address:	855 Boylston Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3140130	BUILT FOR LIFE...AND THE WAY YOU LIVE IT	
Registration Number:	2965847	CORNERLOC.	
Registration Number:	3790124	DECKVISION	
Serial Number:	85019933	EARTHCARE	
Serial Number:	77841185	ECODEK TILES	
Serial Number:	77841170	ECOSHIELD	
Serial Number:	85031191	ELITE COLLECTION	
Serial Number:	85031194	ESSENTIAL COLLECTION	
Serial Number:	77218029	FOREST OF THE FUTURE	
Serial Number:	77841181	JUNIPER COLLECTION	
Registration Number:	3120123	LIFECYCLE	
Registration Number:	1734846	MOISTURESHIELD	
Serial Number:	77943543	NANOPLY	

CH \$390.00 3140130

Serial Number:	77943547	NANOPOLY
Serial Number:	85031187	VANTAGE COLLECTION

CORRESPONDENCE DATA

Fax Number: (858)458-3005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8584583000
Email: ryanenchelmayer@paulhastings.com
Correspondent Name: Ryan Enchelmayer
Address Line 1: P.O. Box 919092
Address Line 4: San Diego, CALIFORNIA 92191

ATTORNEY DOCKET NUMBER:	77083.00003
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	03/22/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

March 18, 2011

WHEREAS, Advanced Environmental Recycling Technologies, Inc. (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Borrower, Administrative Agent (the "Grantee") and the lenders party thereto are executing a Credit Agreement, dated as of even date herewith (such agreement, as may from time to time be amended, modified, increased, extended, restated or supplemented, being hereinafter called the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of even date herewith, made by Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations 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 other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.


Grantor hereby irrevocably constitutes and appoints Grantee 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 Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.


ADVANCED ENVIRONMENTAL RECYCLING
TECHNOLOGIES, INC.

By: 
Name: JOE G. BROOKS
Title: Chairman + CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004503 FRAME: 0236

H.I.G. AERT, LLC

By: 
Name: Michael R. Phillips
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004503 FRAME: 0237

Schedule 1

Trademarks

Ser. No.	Reg. No.	Mark
78488244	3140130	BUILT FOR LIFE...AND THE WAY YOU LIVE IT
76560360	2965847	CORNERLOC.
77841156	3790124	DECKVISION
85019933		EARTHCARE
77841185		ECODEK TILES
77841170		ECOSHIELD
85031191		ELITE COLLECTION
85031194		ESSENTIAL COLLECTION
77218029		FOREST OF THE FUTURE
77841181		JUNIPER COLLECTION
78676529	3120123	LIFECYCLE
74259515	1734846	MOISTURESHIELD
77943543		NANOPLY
77943547		NANOPOLY
85031187		VANTAGE COLLECTION

Trademark Licenses

None.