

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLAKEBOARD AMERICA LIMITED		10/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS FIRST LIEN ADMINISTRATIVE AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0715279	DURAFLAKE	
Registration Number:	1806741	PREMIER	
Registration Number:	2792186	ULTRAPINE	
Registration Number:	2294682	FIBERFLOR	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	37522		

OP \$115.00 0715279

900206536

TRADEMARK
REEL: 004656 FRAME: 0456

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/07/2011
Total Attachments: 10 source=37522#page1.tif source=37522#page2.tif source=37522#page3.tif source=37522#page4.tif source=37522#page5.tif source=37522#page6.tif source=37522#page7.tif source=37522#page8.tif source=37522#page9.tif source=37522#page10.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FLAKEBOARD AMERICA LIMITED

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) OCTOBER 31, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other BANK Citizenship SWITZERLAND
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

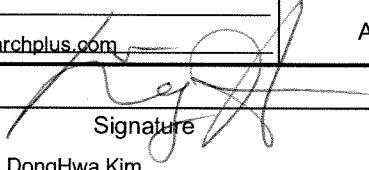
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature

NOVEMBER 3, 2011

Date

DongHwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AMENDED AND RESTATED
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*First Lien IP Security Agreement*") dated as of October 31, 2011, is made by FLAKEBOARD AMERICA LIMITED, a Delaware corporation (the "*Grantor*") in favor of CREDIT SUISSE AG, as First Lien Administrative Agent (the "*First Lien Administrative Agent*") for the Guaranteed Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, Flakeboard US GP I and Flakeboard Company Limited, as Borrowers, and the other Grantors party thereto have entered into an Amended and Restated First Lien Credit Agreement dated as of October 31, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), with the First Lien Administrative Agent and the Lenders party thereto.

WHEREAS, as a condition precedent to the making and/or the continuation of Accommodations by the Lenders under the First Lien Credit Agreement and the entry into and/or maintenance of Eligible Hedging Agreements by the Hedge Lenders from time to time, the Grantor has executed and delivered that certain Amended and Restated First Lien Security and Pledge Agreement dated as of October 31, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Lien Security Agreement*"), among the Grantor, the other grantors party thereto from time to time, and the First Lien Administrative Agent.

WHEREAS, under the terms of the First Lien Security Agreement, the Grantor has (i) confirmed that, pursuant to the Original Security Agreement (as defined in the First Lien Security Agreement), as security for the Secured Obligations, the Grantor granted to the First Lien Administrative Agent, for the benefit of the Guaranteed Parties, a security interest in, among other property, the Grantor's right, title and interest in, to and under certain intellectual property of the Grantor, and the Grantor has ratified, reaffirmed and restated such grant, and (ii) granted to the First Lien Administrative Agent, for the benefit of the Guaranteed Parties, a security interest in the Grantor's right, title and interest in, to and under the Collateral set forth therein.

WHEREAS, also pursuant to the terms of the First Lien Security Agreement, the Grantor has agreed as a condition thereof to execute this First Lien IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms defined in the First Lien Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby confirms that, pursuant to the Original Security Agreement (as defined in the First Lien Security Agreement), as security for the Secured Obligations (as defined below), the Grantor granted to the First Lien Administrative Agent for the benefit of the Guaranteed Parties a security interest in all of its right, title and interest in, to and under the IP Collateral (as defined below) of the Grantor. The Grantor hereby ratifies, reaffirms and restates such grant of security interest, and the Grantor hereby grants to the First Lien Administrative Agent for

the benefit of the Guaranteed Parties a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following, in each case as to each type of property described below, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "*IP Collateral*"):

A. (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those set forth on Schedule A and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions claimed therein, including the right to make, use and/or sell the inventions claimed therein (collectively, the "*Patents*");

B. all trademarks, service marks, domain names, trade styles, trade dress, logos, designs, slogans, trade names, business names, fictitious business names, corporate names, company names and other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law), including those set forth on Schedule B, together, in each case, with the goodwill connected with the use thereof or symbolized thereby (collectively, the "*Trademarks*");

C. (i) all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those set forth on Schedule C (collectively, the "*Copyrights*");

D. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

E. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, proceeds arising from such damages; and

F. any and all proceeds and products of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the IP Collateral (including proceeds, collateral and Supporting Obligations that constitute property of the type described in clauses A – E and this clause F of this Section 2).

Notwithstanding the foregoing, "*IP Collateral*" shall not include and the Grantors shall not be deemed to have granted a security interest in (A) any property or agreement of the Grantor to the extent (but only so long as) (x) the granting of a security interest thereunder is prohibited by any Applicable Law, (y) requires a consent not obtained of any Governmental Authority pursuant to any Applicable Law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease, license, agreement, lease, instrument or other document

giving rise to such property, in each case solely to the extent that such breach or default is not rendered ineffective by the UCC or other Applicable Law or, in the case of any consent, such consent is actually required to grant such security interest under Applicable Law, or (B) any property subject to a Permitted Encumbrance (other than the Encumbrances in favor of the First Lien Administrative Agent) to the extent that the grant of such other Encumbrances on such property (i) would result in a material breach or violation of, or constitute a material default under, the agreement or instrument governing such Permitted Encumbrance, or (ii) would result in the actual loss of the use of such property.

SECTION 3. Security for Obligations. This First Lien IP Security Agreement secures, in the case of the Grantor, the due and punctual payment and performance of the Secured Obligations. Without limiting the generality of the foregoing, this First Lien IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Guaranteed Party under the Credit Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Execution in Counterparts. This First Lien IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This First Lien IP Security Agreement shall become effective when it has been executed by the First Lien Administrative Agent and when the First Lien Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this First Lien IP Security Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this First Lien IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This First Lien IP Security Agreement has been entered into concurrently and in conjunction with the provisions of the First Lien Security Agreement. The Security Interests granted to the First Lien Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First Lien Administrative Agent pursuant to the First Lien Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Administrative Agent with respect to the IP Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of the First Lien Security Agreement and this First Lien IP Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 6. Governing Law. This First Lien IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Flakeboard, Flakeboard US GP I, the Loan Parties, Canadian Imperial Bank of Commerce, as Revolving Agent, Credit Suisse, as First Lien Administrative Agent and Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent (each as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the First Lien Administrative Agent, for the benefit of the Guaranteed Parties, pursuant to this First Lien IP Security Agreement and the exercise of any right or remedy by the First Lien Administrative Agent and the other Guaranteed Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this First Lien IP Security Agreement, the provisions of the Intercreditor Agreement shall control.

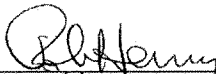
SECTION 8. Effect of Amendment and Restatement. This First Lien IP Security Agreement amends and restates the First Lien Intellectual Property Security Agreement dated October 16, 2006, as amended, amended and restated, modified, supplemented or replaced to the date hereof (the "**Original IP Security Agreement**") in its entirety, and nothing in this First Lien IP Security Agreement shall be deemed to constitute a novation of such Original IP Security Agreement. This First Lien IP Security Agreement does not evidence a termination or release of the security interest granted under the Original Security Agreement, which security interests shall be continuing in all respects.

SECTION 9. Term. This First Lien IP Security Agreement shall run co-extensively with the First Lien Security Agreement and shall terminate automatically upon the termination of such First Lien Security Agreement.

- remainder of this page intentionally left blank -


IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated First Lien Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FLAKEBOARD AMERICA LIMITED

By 
Name: Rob Hestey
Title: CEO

[Signature Page to Amended and Restated First Lien Intellectual Property Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent

By: 
Name:
Title: Christopher Reo Day
Vice President

By: 
Name: Sanja Gazani
Title: Associate

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

Trademark	Registration/Serial Number
DuraFlake	0715279
Premier	1,806,741
Ultrapine	2,792,186
Fiberflor	2,294,682

SCHEDULE C

Copyrights

None