

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:	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., AS SECOND LIEN ADMINISTRATIVE AGENT		
Street Address:	10 FIELD DRIVE		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	37523		

OP \$115.00 0715279

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REEL: 004656 FRAME: 0735

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/07/2011
Total Attachments: 10 source=37523#page1.tif source=37523#page2.tif source=37523#page3.tif source=37523#page4.tif source=37523#page5.tif source=37523#page6.tif source=37523#page7.tif source=37523#page8.tif source=37523#page9.tif source=37523#page10.tif	

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

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

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

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantor has (i) confirmed that, pursuant to the Original Security Agreement (as defined in the Second Lien Security Agreement), as security for the Secured Obligations, the Grantor granted to the Second 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 Second 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 Second Lien Security Agreement, the Grantor has agreed as a condition thereof to execute this Second 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 Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

SECTION 2. Grant of Security. The Grantor hereby confirms that, pursuant to the Original Security Agreement (as defined in the Second Lien Security Agreement), as security for the Secured Obligations (as defined below), the Grantor granted to the Second 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 Second 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 Second 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 Second 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 Second 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 Second 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 Second Lien IP Security Agreement shall become effective when it has been executed by the Second Lien Administrative Agent and when the Second 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 Second 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 Second Lien IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Second Lien IP Security Agreement has been entered into concurrently and in conjunction with the provisions of the Second Lien Security Agreement. The Security Interests granted to the Second Lien Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Administrative Agent pursuant to the Second 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 Second Lien Administrative Agent with respect to the IP Collateral are more fully set forth in the Second 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 Second Lien Security Agreement and this Second Lien IP Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 6. Governing Law. This Second 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 Second Lien Administrative Agent, for the benefit of the Guaranteed Parties, pursuant to this Second Lien IP Security Agreement and the exercise of any right or remedy by the Second 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 Second Lien IP Security Agreement, the provisions of the Intercreditor Agreement shall control.

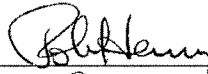
SECTION 8. Effect of Amendment and Restatement. This Second Lien IP Security Agreement amends and restates the Second Lien Intellectual Property Security Agreement dated October 16, 2006, as amended, amended and restated, modified, supplemented or replaced to the date hereof (the "**Original IP Security Agreement**") in its entirety, and nothing in this Second Lien IP Security Agreement shall be deemed to constitute a novation of such Original IP Security Agreement. This Second 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 Second Lien IP Security Agreement shall run co-extensively with the Second Lien Security Agreement and shall terminate automatically upon the termination of such Second Lien Security Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Second 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

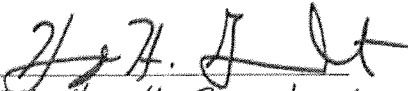
By 
Name: Rob Henry
Title: CFO

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

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REEL: 004656 FRAME: 0741

ACCEPTED AND AGREED:

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.,
as Second Lien Administrative Agent

By 
Name: Hugo H. Gravenhorst
Title: Managing Director

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

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