

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interests (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/01/2012	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Flakeboard America Limited		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	CORPORATION: DELAWARE		
Name:	Flakeboard US GP I		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	General Partnership: DELAWARE		
Name:	Flakeboard US GP II		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	General Partnership: DELAWARE		
Name:	Flakeboard America Funding Corporation		

Street Address:	515 River Crossing Drive
Internal Address:	Suite 110
City:	Fort Mill
State/Country:	SOUTH CAROLINA
Postal Code:	29715
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	715279	DURAFLAKE
Registration Number:	1806741	PREMIER
Registration Number:	2294682	FIBERFLOR
Registration Number:	2792186	ULTRAPINE

CORRESPONDENCE DATA

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Ken Kumayama

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	132250/1
NAME OF SUBMITTER:	Ken Kumayama
Signature:	/Ken Kumayama/
Date:	12/28/2012

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN INTELLECTUAL PROPERTY COLLATERAL**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY COLLATERAL dated as of November 1, 2012 (this “Release”), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent (the “First Lien Administrative Agent”), in favor of FLAKEBOARD AMERICA LIMITED, a Delaware corporation, FLAKEBOARD US GP I, a Delaware general partnership, FLAKEBOARD US GP II, a Delaware general partnership and FLAKEBOARD AMERICA FUNDING CORPORATION, a Delaware corporation (the “Grantors”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended and Restated First Lien Credit Agreement or the Amended and Restated First Lien Security and Pledge Agreement, as applicable, referred to below.

A. Reference is made to the First Lien Intellectual Property Security Agreement dated as of October 16, 2006, by Flakeboard America Limited in favor of Royal Bank of Canada, as first lien administrative agent, under which the Grantors granted to Royal Bank of Canada a security interest in all of their right, title and interest in and to the Collateral (as defined therein), which security interest was assigned by Royal Bank of Canada to Credit Suisse AG, as successor administrative agent, pursuant to the Assignment of First Lien Intellectual Property Security Agreement dated as of October 31, 2011, by and between Royal Bank of Canada and Credit Suisse AG (such documents set forth in this paragraph, collectively, the “Original First Lien IP Security Agreements”).

B. Reference is made to (i) the Amended and Restated First Lien Credit Agreement dated as of October 31, 2011 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Flakeboard Company Limited, Flakeboard US GP I (each, individually, a “Borrower” and, collectively, the “Borrowers”), the Guarantors party thereto, the banks, financial institutions and other investors from time to time party thereto and the First Lien Administrative Agent, (ii) the Amended and Restated First Lien Security and Pledge Agreement dated as of October 31, 2011 (as amended, supplemented or otherwise modified from time to time, the “First Lien Security and Pledge Agreement”), among Flakeboard US GP I, the other Grantors party thereto and the First Lien Administrative Agent and (iii) the Amended and Restated First Lien Intellectual Property Agreement dated as of October 31, 2011 (as amended, supplemented or otherwise modified from time to time, the “First Lien Intellectual Property Security Agreement”), by Flakeboard America Limited and in favor of the First Lien Administrative Agent (such documents set forth in clauses (ii) and (iii), collectively, the “Security Agreements”).

C. Pursuant to the Original First Lien IP Security Agreements and the Security Agreements, the Grantors granted to the First Lien Administrative Agent, for the benefit of the Guaranteed Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including, among other things, the trademarks of the Grantor set forth on Schedule I hereto (collectively, the “Intellectual Property Collateral”), which security interests were recorded with the United States Patent and Trademark Office on (i) January 5, 2007 at Reel/Frame 3456/0017 and (ii) November 7, 2011 at Reel/Frame 4656/0456.

D. In connection with the repayment of all Guaranteed Obligations under the First Lien Credit Agreement, and the release of the security interests under the Security Documents, the Borrowers have informed the First Lien Administrative Agent of their desire to obtain the release of all right, title and interest of the First Lien Administrative Agent and the Guaranteed Parties in and to the Intellectual Property Collateral granted under the Security Agreements.


Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby terminate, discharge and release any and all security interests in the Intellectual Property Collateral, and the First Lien Administrative Agent hereby reassigns any and all such right, title, and interest (if any) that the First Lien Administrative Agent may have in the Intellectual Property Collateral to the Grantors. This Release is made without representation or warranty by, or recourse to, the First Lien Administrative Agent or any other Guaranteed Party. This Release may be recorded by the Grantors with the United States Patent and Trademark Office.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the First Lien Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

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

By 
Name: James Moran
Title: Managing Director

By 
Name: Tyler R. Smith
Title: Associate

Schedule I

Trademark Registrations

Owner	Jurisdiction	Trademark	Registration No
Flakeboard America Limited	USA	Duraflake	715,279
Flakeboard America Limited	USA	Premier	1,806,741
Flakeboard America Limited	USA	Fiberflor	2,294,682
Flakeboard America Limited	USA	Ultrapine	2,792,186