

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Demilec (USA) LLC		09/30/2013	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

Name:	Insulation Operations Investments, Inc.
Street Address:	5200 Town Center Circle, Suite 600
Internal Address:	c/o Sun Capital Partners, Inc.
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3840810	HEATLOK SOY
Registration Number:	3840811	SEALECTION AGRIBALANCE
Registration Number:	3840812	SEALECTION 500
Registration Number:	3840814	DEMILEC (USA) LLC
Serial Number:	85793966	EXOSEALATION
Serial Number:	85793961	EXOLATION
Serial Number:	85793959	EXOSEAL
Serial Number:	85734281	DEMILEC APX
Serial Number:	85307225	ENERGY EFFICIENT RETROFIT EER

**CORRESPONDENCE DATA**

Fax Number: 2027393001

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

CH \$240.00 3840810

Phone: 202-739-5652  
Email: chowell@morganlewis.com  
Correspondent Name: Catherine R. Howell, Senior Paralegal  
Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052735-0221
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	10/08/2013

Total Attachments: 7  
source=final us to us#page1.tif  
source=final us to us#page2.tif  
source=final us to us#page3.tif  
source=final us to us#page4.tif  
source=final us to us#page5.tif  
source=final us to us#page6.tif  
source=final us to us#page7.tif

## GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This General Intellectual Property Assignment (this "Assignment") is made effective as of September 30, 2013 (the "Effective Date") by and between Demilec (USA) LLC, a Texas Limited Liability Company ("Assignor") on one hand, and Insulation Operations Investments, Inc., a Delaware corporation ("Assignee") on the other hand.

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of March 27, 2013 (the "Asset Purchase Agreement") by and among Demilec Inc., a Canadian corporation, Cornell Chemicals Ltd., an Ontario corporation, Polyurethane Foam Systems Inc., an Ontario corporation, Polytec Global Technologies SàRL, a Luxembourg private limited liability company (société à responsabilité limitée), Premilec, Inc., a Canadian federal corporation, Demilec (USA) LLC, a Texas limited liability company, and Premilec (USA) LLC, a Texas limited liability company ("Sellers"), Fiducie Larivière, a trust constituted pursuant to Québec laws, Gestion Demilec Inc., a Québec corporation, Jacques Larivière, Demilec International, Inc., a Texas corporation, and Awal (Dave) Lall, each, a "Principal" and collectively with Sellers, ("Seller Parties"), Insulation Operations Investments (Canada) Inc., a Canadian federal corporation, Insulation Operations Investments, Inc., a Delaware corporation, Insulation Operations Properties, LLC, a Delaware limited liability company, Insulation Operations Holdings S.à r.l., a private limited liability company (société à responsabilité limitée) established and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, a share capital of USD 20.000,00, under process of registration with the Luxembourg Trade and Companies Register as buyers, Lux Insulation Holdings S.à r.l., a private limited liability company (société à responsabilité limitée) established and existing under the laws of the Grand Duchy of Luxembourg, a share capital of USD 49.026,00 as Investor, Lux Insulation Management S.à r.l. & Partners S.C.A., a partnership limited by shares (société en commandite par actions) established and existing under the laws of the Grand Duchy of Luxembourg, represented by its general partner, Lux Insulation Management S.à r.l., a private limited liability company (société à responsabilité limitée) established and existing under the laws of the Grand Duchy of Luxembourg, a share capital of USD 16.342,00 and Lux Insulation Operations Holdings S.C.A., a partnership limited by shares (société en commandite par actions) established and existing under the laws of the Grand Duchy of Luxembourg, represented by its general partner Lux Insulation Management S.à r.l., previously named ("Luxco Holdco II"), Assignor agreed to sell, convey, assign and transfer to Assignee, among other assets, certain Intellectual Property as more fully described in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement, the parties hereto hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.
2. Conveyance, Assignment and Transfer. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from such Assignor, free and clear of any and all Liens, liabilities, or other restrictions, all of the Assignor's right, title and interest in and to the Acquired Intellectual Property Assets (as further described in

the Asset Purchase Agreement), including but not limited to, those trade secrets set forth on Schedule A to this Assignment, those domain names set forth on Schedule B to this Assignment, and those trademarks set forth on Schedule C to this assignment, including any and all goodwill associated therewith and all rights to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

3. Further Assurances. Assignor shall execute all papers and perform such other acts as Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the full benefit of this Assignment. Without limiting the foregoing, with respect to Internet domain names that are the part of the Acquired Intellectual Property Assets, Assignor shall take all steps as may be necessary or desirable to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the parties shall discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect.

4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible so that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

5. Amendment. This Assignment may only be amended or modified by an instrument in writing signed by, or on behalf of, the Assignor and the Assignee.

6. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law provision or rule (whether of the Province of Quebec or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Quebec and the federal laws of Canada applicable therein..

8. Notices. All notices and communications under this Assignment shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if

sent by e-mail (with confirmation), to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

(a) If to the Assignee, to:

c/o Sun Capital Partners, Inc.  
5200 Town Center Circle  
Suite 600  
Boca Raton, Florida 33486  
Attention:  
Telecopy: (561) 394-0540

with a copy given in like manner to:

Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, Pennsylvania 19103  
Attention: David A. Gerson  
Telecopy: (215) 963-5001

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004  
Attention: Gene K. Park  
Telecopy: (202) 739-3001

(b) If to the Assignor, to:

Care of:

Jacques Larivière  
2312 Belvédère Street  
Deux-Montagnes, Québec J7R 1G8  
Tel: 1-450-491-3077  
Facsimile: (514) 871-8977 (attention André Vautour and  
Jean-Sébastien Desroches)  
Email: [larijac@videotron.ca](mailto:larijac@videotron.ca)

with a copy (which shall not constitute notice) to:

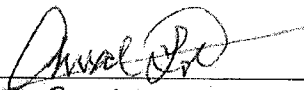
Lavery, de Billy, L.L.P.  
Suite 4000, 1 Place Ville Marie  
Montreal, Quebec H3B 4M4  
Attention: André Vautour and Jean-Sébastien Desroches  
Facsimile: (514) 871-8977  
Email: [AVautour@lavery.ca](mailto:AVautour@lavery.ca) and [JSDesroches@lavery.ca](mailto:JSDesroches@lavery.ca)

10. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or pdf by email) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party hereto has caused this General Intellectual Property Assignment to be executed by its duly authorized officer on September 30, 2013.

**[Remainder of Page Intentionally Left Blank]**

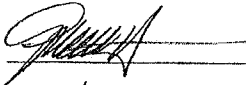
ASSIGNOR: Demilec (USA) LLC, a Texas Limited Liability Company ("Assignor")

By:   
Name: ANWAR HALL  
Title: CEO

SWORN to and subscribed before me this 25 day of September, 2013, before me, the undersigned, personally appeared Anwar Hall who is

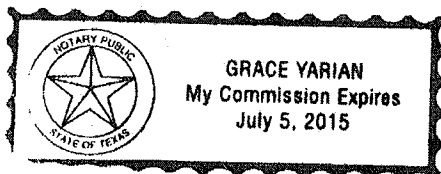
personally known to me or

has produced \_\_\_\_\_ as identification to prove to me to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: 

Name: GRACE YARIAN

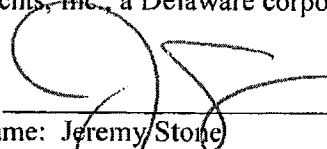
(Notarial Stamp or Seal)



Assignor Signature Page General Intellectual Property Assignment

TRADEMARK  
REEL: 005127 FRAME: 0218

**ASSIGNEE: Insulation Operations Investments, Inc., a Delaware corporation**

By:   
Name: Jeremy Stone  
Title: Vice President and Assistant Secretary

Assignee Signature Page General Intellectual Property Assignment



**SCHEDULE C**

**Trademarks Registrations and Applications**

Mark	Country; App./Reg. No.	Status	Goods/Services	Owner
EXOSEALATION	United States U.S. App. 85/793,966	Pending	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
EXOLATION	United States U.S. App. 85/793,961	Pending	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
EXOSEAL	United States U.S. App: 85/793,959	Pending	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
DEMILEC APX	United States U.S. App. 85/734,281	Pending	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
ENERGY EFFICIENT RETROFIT EER Plus Design	United States U.S. App. 85/307,225	Pending	Certification Mark: Installation of foam insulation.	Demilec (USA) LLC
HEATLOK SOY	United States U.S. Reg. 3,840,810	Registered	Class 17: Soy based foam insulation for use in building and construction.	Demilec (USA) LLC
SEALECTION AGRIBALANCE	United States U.S. Reg. 3,840,811	Registered	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
SEALECTION 500	United States Reg. No. 3,840,812	Registered	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
DEMILEC (USA) LLC	United States Reg. No. 3,840,814	Registered	Class 17: Foam insulation for use in building and construction.	Demilec (USA) LLC
re bao (chinese characters)	China App. No. 5773608	Pending	Class 17: Airtight shock-absorber not of metal; gum, resin and semi-worked fabrics; heat retaining materials; thermal and acoustic insulating materials; padding and stuffing materials of rubber or plastics.	Demilec (USA) LLC
SEALACTION	China Reg. No. 5817822	Registered	Class 17: Airtight shock-absorber not of metal; gum, resin and semi-worked fabrics; heat retaining materials; thermal and acoustic insulating materials; padding and stuffing materials of rubber or plastics.	Demilec (USA) LLC
HEATLOK	China Reg. No. 5817821	Registered	Class 17: Airtight shock-absorber not of metal; gum, resin and semi-worked fabrics; heat retaining materials; thermal and acoustic insulating materials; padding and stuffing materials of rubber or plastics.	Demilec (USA) LLC
DEMILEC (Word and Design)	China Reg. No. 5773606	Registered	Class 17: Airtight shock-absorber not of metal; gum, resin and semi-worked fabrics; heat retaining materials; thermal and acoustic insulating materials; padding and stuffing materials of rubber or plastics.	Demilec (USA) LLC

DB1/75465398.2