

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
Insulation Operations Investments, Inc.		09/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SJC DLF II-C, LLC
Street Address:	1700 East Putnam Avenue, Suite 207
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3346575	ECO-PUR
Registration Number:	2164451	HEATLOK
Registration Number:	2143942	SEALECTION
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: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22443/035
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	12/17/2013

Total Attachments: 5

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 30, 2013, by Insulation Operations Investments, Inc. ("Grantor"), in favor of SJC DLF II-C, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 30, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of SJC DLF II-C, LLC, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

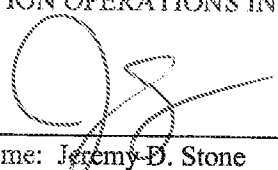
In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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

INSULATION OPERATIONS INVESTMENTS,
INC.

By:



Name: Jeremy D. Stone
Title: Vice President, Treasurer and
Assistant Secretary

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005174 FRAME: 0995

SCHEDULE A TO GRANT OF A SECURITY INTEREST

A. Registered Trademarks

Grantor	Country	Trademark	Registration No.	Filing Date	Registration Date
Insulation Operations Investments, Inc.	United States	ECO-PUR	U.S. Reg. 3346575	September 26, 2005	December 4, 2007
Insulation Operations Investments, Inc.	United States	HEATLOK	U.S. Reg. 2164451	April 26, 1996	June 9, 1998
Insulation Operations Investments, Inc.	United States	SEALECTION & Design	U.S. Reg. 2143942	April 24, 1996	March 17, 1998
Insulation Operations Investments, Inc.	United States	HEATLOK SOY	U.S. Reg. 3,840,810	January 25, 2010	August 31, 2010
Insulation Operations Investments, Inc.	United States	SEALECTION AGRIBALANCE	U.S. Reg. 3,840,811	January 25, 2010	August 31, 2010
Insulation Operations Investments, Inc.	United States	SEALECTION 500	U.S. Reg. 3,840,812	January 25, 2010	August 31, 2010
Insulation Operations Investments, Inc.	United States	DEMILEC (USA) LLC	U.S. Reg. 3,840,814	January 25, 2010	August 31, 2010

B. Trademark Applications

Grantor	Country	Trademark	Application No.	Filing Date
Insulation Operations Investments, Inc.	United States	EXOSEALATION	U.S. App. 85/793,966	December 4, 2012
Insulation Operations Investments, Inc.	United States	EXOLATION	U.S. App. 85/793,961	December 4, 2012
Insulation Operations Investments, Inc.	United States	EXOSEAL	U.S. App. 85/793,959	December 4, 2012
Insulation Operations Investments, Inc.	United States	DEMILEC APX	U.S. App. 85/734,281	September 20, 2012
Insulation Operations Investments, Inc.	United States	ENERGY EFFICIENT RETROFIT EER Plus Design	U.S. App. 85/307,225	April 28, 2011