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
Thermoflex Corp.		02/28/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	One North Franklin, Suite 2800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4414954	THERMOFLEX
Registration Number:	3665092	FLOORFORM
Registration Number:	3739874	T
Serial Number:	85887952	FYBRFLEX
Serial Number:	85866405	METLFLEX
Serial Number:	77877891	T

OP $165.00 4414954

CORRESPONDENCE DATA

Fax Number: 3125786666

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

Phone: 312-263-3600
Email: joshua.spencer@hklaw.com
Correspondent Name: Joshua M. Spencer
Address Line 1: Holland & Knight LLP
Address Line 2: 131 S. Dearborn Street, 30th Floor
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	MADREWS 117859-139
NAME OF SUBMITTER:	Joshua M. Spencer
Signature:	/Joshua M. Spencer/
Date:	03/04/2014

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of February 28, 2014, by **THERMOFLEX CORP.**, an Illinois corporation ("Borrower" or "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** (together with its successors and assigns, "Lender" or "Secured Party"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof, by and between Borrower and Lender (as it may be amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans and other financial accommodations (collectively, the "Loans") to Borrower;

WHEREAS, under the terms of the Credit Agreement and the Other Documents, Grantor has granted to Secured Party, a security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Borrower's Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Secured Party, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (collectively, the "Intellectual Property Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the Other Documents to the contrary, the term "Intellectual Property Collateral" shall not include (a) any rights or interest in any contract, lease, license, charter or license agreement covering personal property of the Grantor (excluding any such contract, lease, permit, license, charter or license agreement between Grantor and any affiliate or subsidiary of Grantor) if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the UCC or other applicable law, (ii) to limit, impair, or otherwise affect the Secured Party's continuing security interests in and liens upon any rights or interests of such Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition) or (b) any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall, upon request by Secured Party, execute and deliver to Secured Party an

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absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to Secured Party.

4. Power of Attorney. Grantor hereby irrevocably grants to Secured Party, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Secured Party's reasonable discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Secured Party will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property Collateral, pursuant to the Credit Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Secured Party reasonably deems to be in the best interest of Lender.

The foregoing power of attorney is coupled with an interest and is irrevocable until the

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Obligations secured hereby have been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to the Secured Party to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Secured Party prompt written notice of any newly registered Copyrights, Patents and Trademarks (if any) owned by the Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under the Credit Agreement and the Other Documents. The rights and remedies of the Grantor and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the Other Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the Other Documents, the provisions of the Credit Agreement or the Other Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois choice of law or conflicts of law principles).

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

THERMOFLEX CORP.,
an Illinois corporation

By: _____
Name: Eric Weitz
Title: Chief Financial Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Manas N. Athanikar
Title: Senior vice President

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

THERMOFLEX CORP.,
an Illinois corporation

By: _____
Name: Eric Weitz
Title: Chief Financial Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Manas N. Athanikar
Title: Senior vice President

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SCHEDULE A

COPYRIGHT COLLATERAL

None

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SCHEDULE B

PATENT COLLATERAL

Registered Patents

#	Name	Current Owner([1])	Application Number	Application Date	Patent Number	Issue Date	Status
1.	Floor mat with integrally molded carpeting, and associated injection mold	Thermoflex Corporation	12/850,931	8/5/10	8,454,873	6/4/13	Issued

Pending Patent Applications

#	Name	Current Owner([1])	Application Number	Application Date	Patent Number	Issue Date	Status
2.	Floor mat with Isolated Support Members	Thermoflex Corporation	13/679,164 (61/565,246)	11/30/11	-	-	Pending
3.	Multi-Portion Injection Molded Part and Method for Creating Same	Thermoflex Corporation	13/679,149 (61/562,279)	11/21/11	-	-	Pending
4.	Carpet Floor Mar Having Plastic Migrating Prevention Formation, and Associated Injection Mold	Thermoflex Corporation	13/905,388	5/30/13	-	-	Pending
5.	Floor mat with Isolated Support Members	Thermoflex Corporation	2012-262200 (Japan)	11/30/12	-	-	Pending

(1) Registration is in process of being changed to "Thermoflex Corp."

Unregistered Trademarks

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SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

#	Mark	Current Owner(1)	Application Number	Application Date	Registration Number	Registration Date	Status
1.	THERMOFLEX	Thermoflex Corporation	85,917,669	4/29/13	4,414,954	10/8/13	Live
2.	FLOORFORM	Thermoflex Corporation	78,669,910	7/13/05	3,665,092	8/4/09	Live
3.	T	Thermoflex Corporation	77,764,303	6/19/09	3,739,874	1/19/10	Live

Pending Trademark Applications

#	Mark	Current Owner(1)	Application Number	Application Date	Registration Number	Registration Date	Status
4.	FYBERFLEX	Thermoflex Corporation	85,887,952	3/27/13	-	-	Live
5.	METLFLEX	Thermoflex Corporation	85,866,405	3/4/13	-	-	Live
6.	T	Thermoflex Corporation	77,877,891	11/20/09	-	-	Live

(1) Registration is in process of being changed to "Thermoflex Corp."

SCHEDULE D

DOMAIN NAMES

www.thermoflexcorp.com

www.thermoflex.com