

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US GREENFIBER, LLC		07/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Mezzanine Capital, L.P., as Collateral Agent		
Street Address:	1603 Orrington Avenue, Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85672869	BUGSNIPER	
Registration Number:	2457610	COCOON	
Registration Number:	2741132	COCOON2	
Registration Number:	4134379	ENERGYTIGHT	
Registration Number:	3396369	E-Z POUR INSULATION	
Registration Number:	3408557	FIRE SOUND PRODUCTS	
Registration Number:	3400022	FRM	
Registration Number:	3491434	GREENFIBER	
Registration Number:	1655558	R PRO	
Registration Number:	2365011	SIMPLY SMARTER INSULATION	
Registration Number:	4524628	NATIONAL FIBER	
Registration Number:	4542092	CEL-PAK	
Registration Number:	4489771	INSUL-CUBE	
CORRESPONDENCE DATA			
Fax Number:	7043393449		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043778149		
Email:	swarfield@rbh.com		
TRADEMARK			

OP \$340.00 85672869

Correspondent Name: Robinson, Bradshaw & Hinson, P.A.
Address Line 1: 101 N. Tryon St., Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER: 18865.00080

NAME OF SUBMITTER: Suzanne Warfield

SIGNATURE: /Suzanne Warfield/

DATE SIGNED: 07/04/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), is made this 3rd day of July, 2014, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and FIDUS MEZZANINE CAPITAL, L.P., a Delaware limited partnership ("Fidus"), in its capacity as collateral agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Credit Agreement, dated of even date herewith (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), by and among the Grantors, certain of their Affiliates and Subsidiaries, the lenders party thereto (together with their respective successors and assigns, each a "Lender" and collectively, "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated of event date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as such term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security For Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION Error! Reference source not found. OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

US GREENFIBER, LLC

By: 

Name: Gabriel Wood
Title: Secretary

NE FIBERS, LLC

By: 

Name: Gabriel Wood
Title: Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

FIDUS MEZZANINE CAPITAL, L.P., as Agent

By: Fidus Investment GP, LLC, its General Partner

By: Fidus Investment Advisors, LLC, its Manager

By: _____

Name:

Title:

Trademark Security Agreement

TRADEMARK
REEL: 005316 FRAME: 0564

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

US GREENFIBER, LLC

By: _____
Name:
Title:

NE FIBERS, LLC

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

FIDUS MEZZANINE CAPITAL, L.P., as Agent

By: Fidus Investment GP, LLC, its General Partner

By: Fidus Investment Advisors, LLC, its Manager

By: Robert Lesley Jr.
Name: **ROBERT LESLEY JR.**
Title: **PARTNER**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/ Registration No.
US GreenFiber, LLC	USA	BUGSNIPER	SN:85-672869
US GreenFiber, LLC	USA	COCOON	SN:75-359406 RN:2,457,610
US GreenFiber, LLC	USA	COCOON2	SN:76-350331 RN:2,741,132
US GreenFiber, LLC	USA	ENERGYTIGHT	SN:85-336667 RN:4,134,379
US GreenFiber, LLC	USA	E-Z POUR INSULATION	SN:78-915253 RN:3,396,369
US GreenFiber, LLC	USA	FIRE SOUND PRODUCTS and Design 	SN:77-240222 RN:3,408,557
US GreenFiber, LLC	USA	FRM	SN:78-915244 RN:3,400,022
US GreenFiber, LLC	USA	GREENFIBER greenfiber	SN:77-240227 RN:3,491,434
US GreenFiber, LLC	USA	R PRO (Stylized) 	SN:74-046761 RN:1,655,558
US GreenFiber, LLC	USA	SIMPLY SMARTER INSULATION	SN:75-414496 RN:2,365,011
NE Fibers, LLC	USA	NATIONAL FIBER	SN: 85/928,792 RN: 4,524,628
NE Fibers, LLC	USA	CEL-PAK	SN: 85/928,801 RN: 4,542,092
NE Fibers, LLC	USA	INSUL-CUBE	SN: 85/876,236 RN: 4,489,771
US GreenFiber, LLC	Canada	COCOON	SN: 0870423 RN: TMA515451
US GreenFiber, LLC	Canada	SIMPLY SMARTER INSULATION	SN: 0884564 RN: TMA524133

Trade Names

National Fiber (used by NE Fibers, LLC)
United Fibers (used by SW Fibers, LLC)

Common Law Trademarks

None.

Trademarks Not Currently In Use

None

Trademark Licenses

1. Orkin, LLC granted a license to use the Orkin logo, mark, design and/or symbol (i.e., the “Orkin diamond” and associated likeness), the likeness of a uniformed Orkin technician (i.e., the “Orkin Man”), the OrkinTherm logo, mark, graphic, design, symbol, and/or likeness, and any other Orkin brand intellectual property that Orkin may provide, including any marketing and/or promotional materials to Grantor for the purpose of selling, advertising, and/or marketing products in the United States pursuant to that certain License Agreement, dated September 17, 2012, by and between Pest Control Insulation, LLC, Orkin, LLC and US GreenFiber, LLC.
2. Trademark License Agreement, dated June 27, 2014, by and between Bonded Logic, Inc. and SW Fibers, LLC (for the “Ultratouch” mark).
3. Trademark License Agreement, dated June 27, 2014, by and between United Fibers, LLC and SW Fibers, LLC (for the “United Fibers” mark).