

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326311

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distribution International, Inc.		12/15/2014	CORPORATION: DELAWARE
Distribution International Southwest, Inc.		12/15/2014	CORPORATION: DELAWARE
UNITED INSULATION SALES AND FABRICATION, INC.		12/15/2014	CORPORATION: TEXAS
Thorpe Products Midwest, LLC		12/15/2014	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4615782	ADD-A-PORT
Registration Number:	4393255	CRYO-JAC
Registration Number:	4534047	DURO TEMP
Registration Number:	4534050	FITS-ALL
Registration Number:	4534049	HEAT HOLDER
Registration Number:	4606096	DI
Registration Number:	3920379	IDS INTEGRATED DISTRIBUTION SERVICES
Registration Number:	1897510	NEPTUNE
Registration Number:	4534048	QUIK-WRAP
Registration Number:	4255319	UNIPAD
Serial Number:	86278144	CCI
Serial Number:	86278158	CCI
Serial Number:	86278151	CCI CROSSROADS C&I DISTRIBUTORS FABRICAT
Serial Number:	86278154	CCI CROSSROAD C&I DISTRIBUTION / FABRICA
Serial Number:	86278140	CROSSROADS C&I

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85751332	DI DISTRIBUTION INTERNATIONAL EXCELLENCE
Serial Number:	85751346	DI DISTRIBUTION INTERNATIONAL EXCELLENCE
Serial Number:	85751374	DISTRIBUTION INTERNATIONAL
Serial Number:	85751930	DISTRIBUTION INTERNATIONAL
Serial Number:	85751349	EXCELLENCE DELIVERED
Serial Number:	86278147	LES SPECIALISTES DE L-ISOLATION
Serial Number:	86278129	MIT INTERNATIONAL
Serial Number:	86278217	MIT INTERNATIONAL REUSABLE INSULATION PA
Serial Number:	86278130	NEPTUNE
Serial Number:	86278225	NEPTUNE MARINE INSULATION & INTERIOR FIN
Serial Number:	86278234	RAILWRAP
Serial Number:	86278145	THE INSULATION SPECIALISTS
Serial Number:	86278135	Z-BLOK
Serial Number:	86278229	Z BLOK CERAMIC FIBER MODULES

CORRESPONDENCE DATA

Fax Number: 2127288111

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.

Phone: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Ave

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122951.00002 KAW

NAME OF SUBMITTER: Kim A. Walker

SIGNATURE: /kaw-907/

DATE SIGNED: 12/16/2014

Total Attachments: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 15, 2014, (this "Agreement"), among Distribution International, Inc., a Delaware corporation, Distribution International Southwest, Inc., a Delaware corporation, UNITED INSULATION SALES AND FABRICATION, INC., a Texas corporation, and Thorpe Products Midwest, LLC, a Texas limited liability company (each a "Grantor" and, collectively, the "Grantors") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Term Loan Credit Agreement, dated as of December 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among DI Purchaser, Inc., a Delaware corporation, as the Borrower, DI Intermediate, Inc., a Delaware corporation, as Holdings, the lenders from time to time party thereto (the "Second Lien Lenders") and Wilmington Trust, National Association, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and

C. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

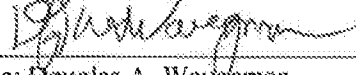
SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

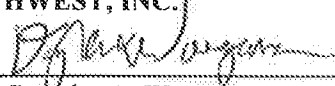
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

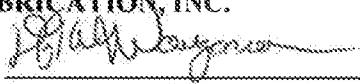
DISTRIBUTION INTERNATIONAL, INC.

By: 
Name: Douglas A. Waugaman
Title: Treasurer

**DISTRIBUTION INTERNATIONAL
SOUTHWEST, INC.**

By: 
Name: Douglas A. Waugaman
Title: Treasurer

**UNITED INSULATION SALES AND
FABRICATION, INC.**

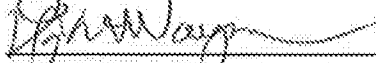
By: 

Name: Douglas A. Waugaman

Title: Treasurer

THORPE PRODUCTS MIDWEST, LLC

By: Thorpe Products Company, its sole member

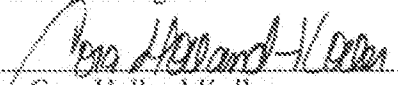
By: 

Name: Douglas A. Wagaman

Title: Treasurer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**

as the Collateral Agent

By: 
Name: Cora Holland-Koller
Title: Banking Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Distribution International, Inc. dba M.I.T. International	4615782	ADD-A-PORT
Distribution International, Inc. dba M.I.T. International	4393255	CRYO-JAC
Distribution International, Inc.	4534047	DURO TEMP
Distribution International, Inc. dba M.I.T. International	4534050	FITS-ALL
Distribution International, Inc. dba M.I.T. International	4534049	HEAT HOLDER
Distribution International, Inc.	4606096	DI and Design 
Thorpe Products Midwest, LLC	3920379	IDS INTEGRATED DISTRIBUTION SERVICES
Distribution International, Inc.	1897510	NEPTUNE
Distribution International, Inc. dba M.I.T. International	4534048	QUIK-WRAP
United Insulation Sales and Fabrication, Inc.	4255319	UNIPAD

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Distribution International, Inc.	86/278144	CCI
Distribution International, Inc.	86/278158	CCI and Design 
Distribution International, Inc.	86/278151	CCI CROSSROADS C&I and Design (English) 
Distribution International, Inc.	86/278154	CCI CROSSROADS C&I and Design (French) 
Distribution International, Inc.	86/278140	CROSSROADS C&I
Distribution International, Inc.	85/751332	DI DISTRIBUTION INTERNATIONAL EXCELLENCE DELIVERED and Design 
Distribution International, Inc.	85/751346	DI DISTRIBUTION INTERNATIONAL EXCELLENCE DELIVERED and Design 
Distribution International, Inc.	85/751374	DISTRIBUTION INTERNATIONAL
Distribution International, Inc.	85/751930	DISTRIBUTION INTERNATIONAL and Design 
Distribution International, Inc.	85/751349	EXCELLENCE DELIVERED

APPLICANT	APPLICATION NO.	TRADEMARK
Distribution International, Inc.	86/278147	LES SPECIALISTES DE L-ISOLATION
Distribution International, Inc.	86/278129	MIT INTERNATIONAL
Distribution International, Inc.	86/278217	MIT INTERNATIONAL and Design 
Distribution International, Inc.	86/278130	NEPTUNE
Distribution International, Inc.	86/278225	NEPTUNE and Design 
Distribution International, Inc.	86/278234	RAILWRAP
Distribution International, Inc.	86/278145	THE INSULATION SPECIALISTS
Distribution International, Inc.	86/278135	Z-BLOK
Distribution International, Inc.	86/278229	Z-BLOK and Design 

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Distribution International Southwest, Inc.	62/004675	Fireproof thermal insulation system and method
Distribution International Southwest, Inc.	14/448782	Fireproof Thermal Insulation System and Method