

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAPOLLA INDUSTRIES, INC.		11/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIRTUS GROUP, LP		
Street Address:	3300 N INTERSTATE 35		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4374681	AIRTIGHT SPRAY FOAM INSULATION MFG. BY L	
Registration Number:	3888457	AIRTIGHT	
Registration Number:	3888458	AIRTIGHT SPRAYFOAM	
Registration Number:	3888459	AIRTIGHT SPRAYFOAM	
Registration Number:	4139386	AIRTIGHT SPRAY FOAM INSULATION	
Registration Number:	4104321	LAPOLLA	
Registration Number:	4482902	THERM-O-FLEX	
Registration Number:	5031323	FOAM-LOK	
Registration Number:	4605677	THERMO-FLEX	
Registration Number:	4104322	LAPOLLA	
Registration Number:	5020023	AIRTIGHT MULTI-FAMILY ENERGY REDUCTION P	
Registration Number:	5317395	AIRTIGHT MULTI-FAMILY ENERGY REDUCTION D	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		

OP \$315.00 4374681

Correspondent Name: King & Spalding
Address Line 1: 100 N Tryon Street
Address Line 2: Suite 3900
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.015132

NAME OF SUBMITTER: Vicky Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 12/01/2017

Total Attachments: 7

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest Trademarks, Copyrights & Patents*”) is made as of November 30, 2017, by and among LAPOLLA INDUSTRIES, INC. (“*Grantor*”) and VIRTUS GROUP, LP, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 30, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

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, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

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

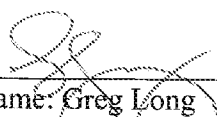
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event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

This Notice of Grant of a Security Interest—Trademarks 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

LAPOLLA INDUSTRIES, INC.

By: 
Name: Greg Long
Title: Vice President

VIRTUS GROUP, LP



By: BAWMO
Name: _____
Title: SR DIR.

Schedule A

Collateral

[Attached]

Applicant / Registered Owner	Trademark	Application / Registration No.	Application / Registration Date
LaPolla Industries, Inc.		4,374,681	July 30, 2013
LaPolla Industries, Inc.	AIRTIGHT	3,888,457	December 14, 2010
LaPolla Industries, Inc.	AIRTIGHT SPRAYFOAM	3,888,458	December 14, 2010
LaPolla Industries, Inc.		3,888,459	December 14, 2010
LaPolla Industries, Inc.		4,139,386	May 8, 2012
LaPolla Industries, Inc.	LAPOLLA	4,104,321	February 28, 2012
LaPolla Industries, Inc.	THERM-O-FLEX	4,482,902	February 28, 2012
LaPolla Industries, Inc.	FOAM-L&K	5,031,323	August 30, 2016
LaPolla Industries, Inc.	THERMO-FLEX	4,605,677	September 16, 2014
LaPolla Industries, Inc.		4,104,322	February 28, 2012

Applicant / Registered Owner	Trademark	Application / Registration No.	Application / Registration Date
LaPolla Industries, Inc.		5,020,023	August 16, 2016
LaPolla Industries, Inc.		5,317,395	October 24, 2017