

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
FI-FOIL COMPANY, INC.		12/31/2008	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	MERRILL LYNCH COMMERCIAL FINANCE CORP. (as successor to Merrill Lynch Business Financial Services Inc.)
Street Address:	222 North LaSalle Street
Internal Address:	17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3213160	FOILTECH
Registration Number:	3286764	ATTIC ARMOR
Registration Number:	3477747	M-SHIELD
Registration Number:	2733767	RETRO SHIELD SYSTEM
Registration Number:	2513971	FI-FOIL COMPANY RADIANT INSULATION SOLUTIONS
Registration Number:	2526594	FI-FOIL COMPANY
Serial Number:	73529261	THERMOFOIL
Serial Number:	73493114	REFLECTAL
Serial Number:	71515198	ALFOL
Serial Number:	77428215	FLASH & FOIL
Serial Number:	77456612	FOAM & FOIL

CORRESPONDENCE DATA

OP \$290.00 3213160

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.049
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/17/2009

Total Attachments: 4

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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 31st day of December, 2008, by and between FI-FOIL COMPANY, INC., a Florida corporation (the "Customer"), and MERRILL LYNCH COMMERCIAL FINANCE CORP. (as successor to Merrill Lynch Business Financial Services Inc.), a Delaware corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of September 8, 2005, by and between the Customer and Lender (as amended or otherwise modified from time to time, the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to Lender, the Customer has granted to Lender a continuing security interest in certain of the Customer's assets, including, without limitation, the Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and Lender agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Customer's entire right, title and interest in and to all of its Trademarks, including, without limitation, all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks; each license of any of the Trademarks in favor of the Customer as licensee, including, without limitation, to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Customer against third parties and damages for the past, present or future infringement or dilution of any of the Trademarks or any of the Trademarks licensed under any license of any of the Trademarks, or for injury to the goodwill associated with any of the Trademarks, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Collateral"). The term "Trademarks" shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political

subdivision thereof, and all reissues, extensions or renewals thereof), including but not limited to those set forth on Schedule A attached hereto.

3. New Trademarks. The Customer represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks now owned by the Customer. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, the Customer shall obtain any new Trademarks, the Customer shall give Lender prompt written notice thereof. The Customer hereby agrees that, upon Lender's written request, the Customer will execute and deliver to Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new Trademarks owned by the Customer.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement and the other Loan Documents have been terminated in accordance with their terms.

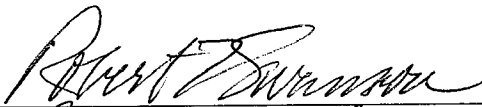
5. Effect on Other Agreements; Cumulative Remedies. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreements or the other Loan Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by the Loan Agreement, the other Loan Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

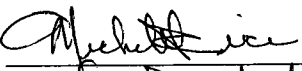
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

FI-FOIL COMPANY, INC.

By 
Its PRESIDENT and CEO

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH COMMERCIAL FINANCE
CORP., successor to Merrill Lynch Business
Financial Services Inc.

By 
Its Vice President

SCHEDULE A
TRADEMARKS

<u>Trademark Description</u>	<u>Registration Number</u>
FOILTECH	3213160
ATTIC ARMOR	3286764
M-SHIELD	3477747
RETRO SHIELD SYSTEM	2733767
FI-FOIL COMPANY RADIANT INSULATION SOLUTIONS	2513971
FI-FOIL COMPANY	2526594
THERMOFOIL	73529261
REFLECTAL	73493114
ALFOL	71515198

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Application Number</u>
FLASH & FOIL	77428215
FOAM & FOIL	77456612