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
Lifoam Industries, LLC		03/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2537562	CUBIES
Registration Number:	3229006	LIFOAM
Registration Number:	0751104	LIFOAM
Registration Number:	2289583	PROPAK
Registration Number:	3216764	THE FRIDGE

OP $140.00 2537562

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com

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

Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.070
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	03/20/2012

Total Attachments: 5
source=Lifoam TM#page1.tif
source=Lifoam TM#page2.tif
source=Lifoam TM#page3.tif
source=Lifoam TM#page4.tif
source=Lifoam TM#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of March, 2012, by Lifoam Industries, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising (but, in each case, excluding Excluded Property):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIFOAM INDUSTRIES, LLC

By: _____
Name: Chris Keller
Its: CFO, Secretary, Treasurer & VP of Finance

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: _____
Name: _____
Its: _____

[Signature Page to Lifoam Industries, LLC Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIFOAM INDUSTRIES, LLC

By_____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By_____
Its VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
CUBIES	2537562	2/12/2002
LIFOAM	3229006	4/17/2007
LIFOAM [stylized]	751104	6/18/1963
PROPAK[and design]	2289583	10/26/1999
THE FRIDGE	3216764	3/13/2007

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
N/A	N/A	N/A