

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marlite, Inc.		01/13/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1616749	MARLITE	
Registration Number:	0904962	MARLITE	
Registration Number:	0912194	MARLITE	
Registration Number:	2271630	SURFACE SYSTEMS	
Registration Number:	2266441	SURFACE SYSTEMS	
Registration Number:	1565940	DISPLAWALL	
Registration Number:	0580778	KORELOCK	
Registration Number:	2585157	MARLITE MODULES	
Registration Number:	3061169	CONNECTIONS	
Registration Number:	3380406	MYRIAD	
Registration Number:	4048991	VOLTA	
Registration Number:	4048999	AZURE	
Registration Number:	4187639	KOLUM	
Registration Number:	4187640	RIEVA	
Registration Number:	4576627	SANISEAL	
Registration Number:	4548397	SLATWALL EQ	
CORRESPONDENCE DATA			

OP \$415.00 1616749

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14033
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	01/14/2015
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 13th day of January, 2015 by **MARLITE, INC.**, an Ohio corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor, NPI Holding Corp., a Delaware corporation ("Holdings"), Nudo Products, Inc., an Illinois corporation ("Company") and Marlite Export Sales, Inc., an Ohio corporation ("MES", together with Grantor, Holdings, Company and any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), and each Person joined thereto as a guarantor from time to time, have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of July 29, 2014 with PNC, as a Revolving Lender and as a Term Loan Lender, other financial institutions which are now or which hereafter become a party thereto (collectively, with PNC, the "Lenders" and each individually a "Lender"), Garrison Loan Agency Services LLC ("Garrison"), as agent for the Term Loan B Lenders (Garrison, in such capacity, the "Term Loan B Agent") and Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, 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, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks", such copyrights and copyright applications, the "Copyrights" and such patents and patent applications, the "Patents"), 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 foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic transmission (e.g. PDF) shall bind the parties hereto.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

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

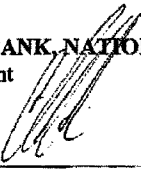
Effective upon the consummation of the Marlite Stock Purchase, which shall occur substantially simultaneously with the funding of Advances on the Second Amendment Closing Date:

MARLITE, INC.

By: _____
Name: Len Farrell
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

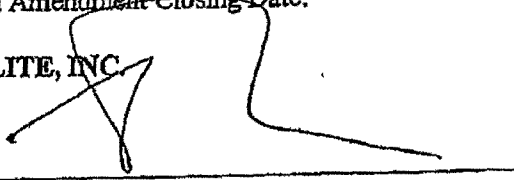
By:  _____
Name: Christopher Gauch
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -
MARLITE]

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

Effective upon the consummation of the Marlite Stock Purchase, which shall occur substantially simultaneously with the funding of Advances on the Second Amendment Closing Date:

MARLITE, INC

By: 
Name: Len Farrell
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Christopher Gauch
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -
MARLITE]

SCHEDULE 1

Trademarks

LOAN PARTY	TRADEMARK	TRADEMARK NO. & REGISTRATION DATE
Marlite, Inc.	MARLITE (and Design)	1616749 10/09/90
Marlite, Inc.	MARLITE	904962 12/29/70
Marlite, Inc.	MARLITE	912194 6/08/71
Marlite, Inc.	SURFACE SYSTEMS (and Design)	2271630 8/24/99
Marlite, Inc.	SURFACE SYSTEMS	2266441 8/03/99
Marlite, Inc.	DISPLAWALL (Stylized)	1565940 11/14/89
Marlite, Inc.	KORELOCK (Stylized)	0580778 10/06/53
Marlite, Inc.	MARLITE MODULES	2585157 6/25/02
Marlite, Inc.	CONNECTIONS	3061169 2/21/06
Marlite, Inc.	MYRIAD	3380406 2/12/08
Marlite, Inc.	VOLTA	4048991 11/01/11
Marlite, Inc.	AZURE	4048999 11/01/11
Marlite, Inc.	KOLUM	4187639 8/07/12
Marlite, Inc.	RIEVA	4187640 8/07/12
Marlite, Inc.	SANISEAL	4576627 7/29/14
Marlite, Inc.	SLATWALL EQ	4548397 06/10/14
Marlite, Inc.	VUE (SEARCH)	Unfiled

SCHEDULE 1 CONT'D

Copyrights

LOAN PARTY	COPYRIGHT	COPYRIGHT NO. & REGISTRATION DATE
Marlite, Inc.	CREDIT MANAGEMENT MODULE	TX-0004701455 1/05/98

SCHEDULE 1 CONT'D

Patents

LOAN PARTY	PATENT	PATENT NO. & REGISTRATION DATE
Marlite, Inc.	WALL PANEL SYSTEM	8151533 4/10/12
Marlite, Inc.	INSERT FOR DISPLAY PANEL	D482552 11/25/03
Marlite, Inc.	INSERT FOR DISPLAY PANEL	D486676 2/17/04
Marlite, Inc.	DISPLAY PANEL	D477423 7/15/03
Marlite, Inc.	PANEL WALL HAVING SUPPORT TRIM RAILS	D405547 2/09/99
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D407832 4/06/99
Marlite, Inc.	SUPPORT TRIM RAILS FOR PANEL WALL SYSTEM	D414563 9/28/99
Marlite, Inc.	WALL SYSTEM PROVIDING AN ARRAY OF INDIVIDUAL PANELS	5644884 7/08/97
Marlite, Inc.	WALL SYSTEM PROVIDING AN ARRAY OF INDIVIDUAL PANELS	5694727 12/09/97
Marlite, Inc.	WALL SYSTEM PROVIDING AN ARRAY OF INDIVIDUAL PANELS	5918437 7/06/99
Marlite, Inc.	WALL SYSTEM PROVIDING AN ARRAY OF INDIVIDUAL PANELS	5881522 3/16/99
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D467670 12/24/02
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D465586 11/12/02

LOAN PARTY	PATENT	PATENT NO. & REGISTRATION DATE
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D466233 11/26/02
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D474549 5/13/03
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D479008 8/26/03
Marlite, Inc.	PANEL ATTACHMENT SYSTEM	6202377 3/20/01
Marlite, Inc.	PANEL ATTACHMENT SYSTEM	6427408 8/06/02
Marlite, Inc.	SUPPORT TRIM RAIL FOR PANEL WALL SYSTEM	D464153 10/08/02
Marlite, Inc.	CURVED WALL PANEL SYSTEM	6792727 9/21/04
Marlite, Inc.	MERCHANDISING SUPPORT SYSTEM	8297569 10/30/12
Marlite, Inc.	MERCHANDISING SUPPORT SYSTEM	8573548 11/05/13
Marlite, Inc.	WALL PANEL SYSTEM	8322102 12/04/12
Marlite, Inc.	WALL PANEL SYSTEM	8584417 11/19/13
Marlite, Inc.	WALL PANEL	D537544 2/27/07
Marlite, Inc.	EDGE TRIM FOR A WALL PANEL SYSTEM	D693483 11/12/13
Marlite, Inc.	MAIN RAIL FOR A WALL PANEL SYSTEM	D694915 12/03/13
Marlite, Inc.	CROSS SPLINE FOR A WALL PANEL SYSTEM	D693485 11/12/13
Marlite, Inc.	MAIN RAIL FOR A WALL PANEL SYSTEM	D693484 11/12/13
Marlite, Inc.	CROSS SPLINE FOR A WALL PANEL SYSTEM	D693944 11/19/13
Marlite, Inc.	MAIN RAIL FOR A WALL PANEL SYSTEM	D695421 12/10/13
Marlite, Inc.	CROSS SPLINE FOR A WALL PANEL SYSTEM	D695422 12/10/13
Marlite, Inc.	MAIN RAIL FOR A WALL PANEL SYSTEM	D694432 11/26/13

LOAN PARTY	PATENT	PATENT NO. & REGISTRATION DATE
Marlite, Inc.	CROSS SPLINE FOR A WALL PANEL SYSTEM	D696426 12/24/13
Marlite, Inc.	OUTSIDE CORNER TRIM FOR A WALL PANEL SYSTEM	D695423 12/10/13
Marlite, Inc.	WAINSCOTING SYSTEM	8763335 7/01/14
Marlite, Inc.	WALL PANEL ASSEMBLY	D533284 12/05/06
Marlite, Inc.	WALL SYSTEM PROVIDING AN ARRAY OF INDIVIDUAL PANELS	5417020 5/23/95
Marlite, Inc.	STUDY OF U.S. PUB 2003 015 7850 – REINFORCED DECORATIVE COMPOSITE	Unfiled

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 8 of January, 2015, before me personally appeared Len Farrell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Marlite, Inc., an Ohio corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:

[NOTARY PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -
MARLITE]

POWER OF ATTORNEY**Dated: January 13, 2015**

MARLITE, INC., an Ohio corporation (the "Grantor"), hereby appoints **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Grantor, NPI Holding Corp., a Delaware corporation ("Holdings"), Nudo Products, Inc., an Illinois corporation ("Company") and Marlite Export Sales, Inc., an Ohio corporation ("MES", together with Grantor, Holdings, Company and any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), each Person joined thereto as a guarantor from time to time, PNC, as a Revolving Lender and as a Term Loan Lender, other financial institutions which are now or which hereafter become a party thereto (collectively, with PNC and Garrison, the "Lenders" and each individually a "Lender"), PNC, as agent for Lenders (PNC, in such capacity, the "Agent") and Garrison Loan Agency Services LLC, as agent for the Term Loan B Lenders, (in such capacity, the "Term Loan B Agent"), dated as of July 29, 2014 (as the same has been and may hereafter be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended, replaced, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

Effective upon the consummation of the
Marlite Stock Purchase, which shall occur substantially
simultaneously with the funding of Advances on the
Second Amendment Closing Date:

MARLITE, INC.

By: 

Name: Len Farrell

Title: Chief Financial Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT -
MARLITE]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 8 of January, 2015, before me personally appeared Len Farrell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Marlite, Inc., an Ohio corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

OFFICIAL SEAL
CHRISTOPHER HOUSE
Notary Public - State of Illinois
My Commission Expires 10/30/2018

Notary Public
My Commission Expires:

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT -
MARLITE]