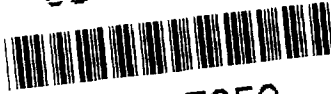


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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NORCO, INC.

8-12-02

- Individual(s)
- General Partnership
- Corporation-State CT
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 5, 2002

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc.

Internal Address: 22nd Floor

Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached Exhibit A.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jacob J. Frohman, Esq.

Internal Address: 46th Floor

Street Address:

Kronish Lieb Weiner & Hellman LLP
1114 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jacob Frohman

Name of Person Signing

Signature

8/8/2002

Date

Total number of pages including cover sheet, attachments, and document: 4

08/12/2002 TDIAZ1 00000094 1144720

01 FC:481
02 FC:482

40.00 DP
75.00 CP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002560 FRAME: 0452

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Country	Trademark #	Date	Owner
BALL REVERSER	US	1144720	12/30/1980	NORCO, Inc.
FLENNUT	US	2004333	10/1/1996	NORCO, Inc.
FN and design	US	1358860	9/10/1985	NORCO, Inc.
NORCO INC and design	US	1153612	5/12/1980	NORCO, Inc.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, NORCO, INC. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Financing Agreement, dated as of August 5, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), in favor of The CIT Group/Business Credit, Inc., a New York corporation, as secured party (the "Assignee");

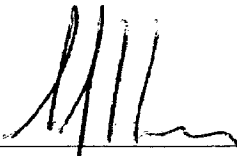
WHEREAS, pursuant to the Financing Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 5th, 2002.

NORCO, INC.

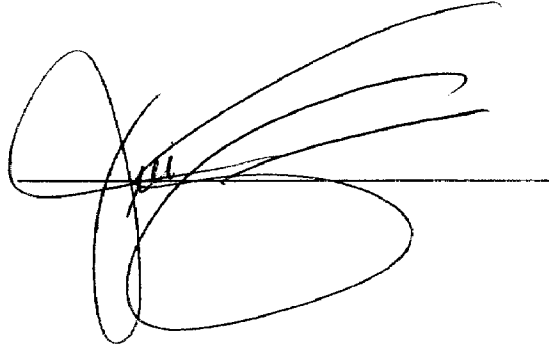
By: 
Name: STEVEN C. HAENE
Title: VICE PRESIDENT AND SECRETARY

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 5th day of August, 2002, before me personally came Gerald C. Harvey, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President and Secretary of NORCO, INC., a Connecticut corporation, and that he executed the foregoing instrument in the firm name of NORCO, INC., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

A handwritten signature in black ink, appearing to read "Jill Simon", written over a horizontal line.

JILL SIMON
Notary Public, State of New York
No. 01S114763707
Qualified in New York County
Commission Expires September 30, 2002

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Country	Trademark #	Date	Owner
BALL REVERSER	US	1144720	12/30/1980	NORCO, Inc.
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