09-23-2002

Form PTO-1594 (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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

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.

8-23-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Connecticut**
☐ Other

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

2. Name and address of receiving party(ies)
Ableco Finance LLC

AUG 23

Street Address: **450 Park Avenue, 28th Floor**
City: **New York** State: **NY** Zip: **10022**
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State -
☒ Other **Delaware limited liability company**

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other –

Execution Date: **August 7, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,144,720 **1,153,612**
2,004,333
1,358,860

Additional number(s) attached ☐ Yes ☒ No

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

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

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:
500675 – Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley Seuradge — Name of Person Signing
Signature
August 22, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 5

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

09/20/2002 GTON11 00000211 500675 1144720

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, NORCO, INC., a Connecticut corporation (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 7, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"). with the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and Ableco Finance LLC, a Delaware limited liability company, as agent for the Lenders, and 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 goodwill 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 for the benefit of the Lenders 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 7, 2002.

NORCO, INC.

By: _____

Name: GERALD C. HARVEY

Title: VICE PRESIDENT & SECRETARY

9262937.1

STATE OF NY

COUNTY OF NY ss.:

On this 5th day of August, 2002, before me personally came Gerald 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 V-P & Secy 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.

Notary Public

9262937.1

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS)

MARK	REGISTRATION NUMBER
BALL REVERSER	1,144,720
FLENNUT	2,004,333
FN and Design	1,358,860
NORCO INC and Design	1,153612

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