

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nomaco K-Flex, LLC		01/29/2004	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	RBX Industries, Inc.
Street Address:	5221 Valley Park Drive
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	945587	INSUL-TUBE
Registration Number:	1639099	INSUL-LOCK
Registration Number:	1549154	INSUL-SHEET
Registration Number:	1555760	INSUL-TAPE

CORRESPONDENCE DATA	
Fax Number:	(804)344-7999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8047888598
Email:	HWRITM@hunton.com
Correspondent Name:	Jonathan R. Pond
Address Line 1:	951 East Byrd Street
Address Line 2:	Hunton & Williams LLP
Address Line 4:	Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	59000.1
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NAME OF SUBMITTER:	Jonathan R. Pond
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), between **NOMACO K-FLEX, LLC**, a North Carolina limited liability company (herein, together with its successors and assigns, the "**Grantor**"), and **RBX INDUSTRIES, INC.**, a Delaware corporation (the "**Secured Party**").

PRELIMINARY STATEMENTS:

(A) Except as otherwise defined herein, terms used herein and defined in the Purchase Agreement (as defined below) shall be used herein as therein defined.

(B) This Agreement is made pursuant to the Purchase and Sale Agreement, dated as of the date hereof (herein, as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "**Purchase Agreement**"), between Grantor and the Secured Party, providing, among other things, for sale and assignment of the Collateral (as defined below) to Grantor.

(C) It is a condition precedent to the consummation of the transactions under the Purchase Agreement that the Grantor shall have executed and delivered to the Secured Party this Agreement.

(D) The Grantor desires to execute this Agreement to satisfy the condition described in the preceding paragraph, and to grant a security interest in favor of the Secured Party.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order, among other things, to induce the Secured Party to consummate the transactions under the Purchase Agreement, the parties hereto hereby agree as follows:

1. Security for Secured Obligations. This Agreement is made by the Grantor with the Secured Party to secure:

(a) the full and prompt payment when due of all payment obligations (including payment obligations which, but for the automatic stay under section 362(a) of the Bankruptcy Code, would become due) of the Grantor to the Secured Party, whether now existing or hereafter incurred under, arising out of, or in connection with the Purchase Agreement (all such obligations and liabilities under this clause (a), being herein collectively called the "**Payment Obligations**");

(b) any and all sums advanced by the Secured Party in order to preserve the Collateral (as hereinafter defined) or preserve its security interest in the Collateral; and

(c) in the event of any proceeding for the collection or enforcement of any Payment Obligations of the Grantor, after an Event of Default shall have occurred and be

continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Secured Party of its rights hereunder, together with reasonable attorneys' fees and court costs.

All such obligations, liabilities, sums and expenses set forth in clauses (a) through (c) of this Section 1 being herein collectively called the "**Secured Obligations**".

2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby transfers, conveys and grants to the Secured Party a security interest in, and a general lien upon, as security, but not as an ownership interest, all right, title and interest of the Grantor in and to the following in the Territory (whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest wherever located in the Territory and whether acquired in the United States or elsewhere in the Territory) (hereafter collectively called the "**Collateral**"):

(a) all of the trademarks, trade names and service marks listed on Schedule A to this Agreement (the "**Marks**");

(b) all registrations for the Marks with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(c) all applications for the registration of the Marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(d) all of the Marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(e) all of the Marks registered with any office, agency or other governmental authority of any other country in the Territory or any province, department or other governmental subdivision thereof and any applications for registration of the Marks filed with any office, agency or other governmental authority of any other country in the Territory or any province, department or other governmental subdivision thereof;

(f) all registrations and recordings with respect to any of the foregoing;

(g) all reissues, extensions and renewals of any of the foregoing;

(h) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(i) all rights to sue for past, present or future infringements of any of the foregoing;

(j) all goodwill related to any of the foregoing;

(k) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of North Carolina) of the Grantor related to the foregoing; and

(l) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral);

whether now existing or hereafter created or acquired, as to all of the above.

3. Continuing Liability. The Grantor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation in which Grantor has granted a security interest to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the granting of the security interest therein to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Grantor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Remedies. For purposes of this Agreement, an "*Event of Default*" shall mean a failure of Grantor to comply with the Payment Obligations, including, without limitation, a failure to make any payment of the Royalty, which failure is not remedied within thirty (30) days following written notice thereof from Secured Party. If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Purchase Agreement and any other document related thereto, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Grantor expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Secured Party shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations, the

Grantor remaining liable for any deficiency. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Secured Party shall remit any surplus net proceeds to the Grantor (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Grantor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Grantor agrees that the Secured Party need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. Grant of License to Use Intangibles. For the purpose of enabling the Secured Party to exercise rights and remedies under Section 4 hereof at such time as the Secured Party, without regard to this Section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Grantor hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Grantor, and wherever the same may be located.

6. Representations and Warranties, etc. The Grantor agrees that it will at its expense forever warrant and, at the Secured Party's request, defend the Secured Party's and the Grantor's respective interests in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person; provided, however, that Grantor may grant to Bank of America, N.A. or any other institutional lender a security interest in the Collateral so long as such security interest is subordinated to the security interest created hereunder on terms and conditions reasonably acceptable to Secured Party. The Grantor shall not sell, assign, transfer or otherwise convey the Collateral, either directly or indirectly, by operation of law or otherwise, to any other person or entity without the prior written consent of Secured Party, which consent may not be withheld unreasonably. The foregoing notwithstanding, Secured Party and Grantor acknowledge and agree that Secured Party may withhold its consent only if Secured Party determines in its reasonable judgment that the creditworthiness of the proposed assignee as it relates to the ability to continue the Payment Obligations is materially less than Grantor's greatest creditworthiness during the period between the date of this Agreement and the date of the proposed assignment. The Grantor represents and warrants to the Secured Party that: (a) the Grantor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Grantor, enforceable in accordance with its terms, (c) the making and performance by the Grantor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary company action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Grantor's certificate or articles of organization or operating agreement, and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Secured Party) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ,

judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Grantor or to any of the assets of the Grantor to which the Grantor is a party or by which the Grantor or any of the assets of the Grantor may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Grantor or any assignee of the Grantor permitted by this Section 6 at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Secured Party a first priority lien upon and, upon proper recordation of this Agreement with the trademark offices of the United States, Canada, and Mexico and the taking of any additional steps by Secured Party necessary to perfect the security interest in the Collateral under applicable law, a first priority perfected security interest in the Collateral subject to no lien or security interest, other than a security interest in favor of Bank of America, N.A. or any other institutional lender that is subordinated to the security interest created hereunder on terms and conditions reasonably acceptable to Secured Party. Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Marks, (ii) detect infringements of the Marks and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any of the Marks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be withheld unreasonably.

7. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after thirty (30) days' written notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 7.

8. Further Assurances; Attorney in Fact.

(a) Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and any office, agency or other governmental authority of any state or any other country or any province, department or other governmental subdivision thereof within the Territory, and take all such action as may reasonably be deemed necessary or advisable, as requested by Secured Party, to perfect Secured Party's security interest in all of the Collateral and otherwise to carry out the intent and purpose of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, which Grantor fails, refuses, or is unable to take or to execute, including, without limitation:

(i) To assign the Marks and other Collateral to Secured Party or its designee, in order to collect, receive, appropriate and realize upon the Collateral,

or any part thereof, or otherwise to exercise Secured Party's rights under Section 4;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and

(iii) To file for renewals or continuations of the registrations for the Marks, or make other filings as necessary to preserve the Marks, in the United States Patent and Trademark Office and any office, agency or other governmental authority of any state or other country or any province, department or other governmental subdivision thereof.

9. Notices. Notices hereunder shall be in writing, and shall be deemed effectively given upon personal delivery, or upon confirmed delivery by facsimile, or on the next day following mailing by a reputable overnight courier, or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, addressed to the address specified on the signature page hereto.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

12. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

13. Limitations by Law. All rights, remedies and powers provided by Sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

14. Successors and Assigns. This Agreement shall be binding upon the Grantor and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Grantor, the Secured Party and their respective successors and assigns, and nothing herein or in the Purchase Agreement is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement or the Purchase Agreement. Secured Party shall not assign its rights under this Agreement or the security interest created by this Agreement, without Grantor's prior written consent, which shall not be withheld unreasonably, except that Secured Party may assign this Agreement and the security interest created hereunder to any party to whom Secured Party is permitted to assign Secured Party's rights to receive Royalty payments under the Purchase Agreement in accordance with the terms of the Purchase Agreement. The foregoing notwithstanding, Secured Party may assign this Agreement and the security interest created hereunder to any lender of RBX.

15. Termination. The Secured Party agrees that upon the payment in full of all the Secured Obligations, the Secured Party will, if the Grantor has no remaining commitments under the Purchase Agreement, upon the request and at the expense of the Grantor execute all such documents as may be reasonably requested by the Grantor to release the security interests created hereby.

16. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Delaware, notwithstanding its conflicts of laws principles.


17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of page intentionally left blank.]

18. **JURY TRIAL WAIVER. THE GRANTOR AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THE GRANTOR AND THE SECURED PARTY HEREBY (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGE THAT IT AND THE OTHER PERSONS PARTY HERETO OR BENEFITED HEREBY HAVE BEEN INDUCED TO ENTER INTO OR ACCEPT THE BENEFITS OF THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NOMACO K-FLEX, LLC, as the Grantor

By: 
Name: Mick Donahue
Title: Manager

Address: 100 Nomaco Drive
Youngsville, NC 27596
Facsimile: (919) 554-0317

**RBX INDUSTRIES, INC.,
as Secured Party**

By: _____
Name: _____
Title: _____

Address: 5221 Valley Park Drive
Roanoke, Virginia 24019-3074
Facsimile: (540) 561-6034

18. JURY TRIAL WAIVER. THE GRANTOR AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THE GRANTOR AND THE SECURED PARTY HEREBY (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGE THAT IT AND THE OTHER PERSONS PARTY HERETO OR BENEFITED HEREBY HAVE BEEN INDUCED TO ENTER INTO OR ACCEPT THE BENEFITS OF THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NOMACO K-FLEX, LLC, as the Grantor

By: _____
Name: _____
Title: _____

Address: 100 Nomaco Drive
Youngsville, NC 27596
Facsimile: (919) 554-0317

**RBX INDUSTRIES, INC.,
as Secured Party**

By: Timothy J. Bernlohr
Name: Timothy J. Bernlohr
Title: President & CEO

Address: 5221 Valley Park Drive
Roanoke, Virginia 24019-3074
Facsimile: (540) 561-6034

**Schedule A
to Collateral Assignment of
Trademarks
and Security Agreement**

REGISTERED TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.:

Trademark	Country	Appl No	Reg No
INSUL-TUBE	United States		945,587
INSUL-LOCK	United States		1,639,099
INSUL-SHEET	United States		1,549,154
INSUL-TAPE	United States		1,555,760
INSUL-SHEET	Canada		382016
INSUL-TUBE	Canada		193680
INSUL-TUBE	Mexico		519772
INSUL-TUBE	Mexico		539679
INSUL-SHEET	Mexico		374189

UNREGISTERED TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.:

Territory: United States and its territories and possessions, Canada, and Mexico

Mark	Goods
Insul-Tube 180	Rubber Tube / Rubber Tube with PSA
Insul-Tube White	Rubber Tube / Rubber Tube with PSA
Insul-Lock II	Rubber Tube / Rubber Tube with PSA
Insul-Sheet 1800	Rubber Sheet / Rubber Sheet with PSA
Insul-Lock Sheet	Rubber Sheet / Rubber Sheet with PSA
R-373	Adhesives
R-320	Adhesives
Insul-Tape (Canada and Mexico)	Foam Tape / Cork Tape
R-374 Coating	Elastomeric Coating