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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): The Nordam Group, Inc. Nordam Transparency Division of Texas, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank Internal Address: Street Address: 1111 Fannin, 10th Floor City: Houston State: TX Zip: 77002 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State New York [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 08-21-2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 130458 See attached Exhibit "A" B. Trademark Registration No.(s) See attached Exhibit "A" Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martin Korn Internal Address: Locke Liddell & Sapp LLP Street Address: 2200 Ross Avenue, Suite 2200 City: Dallas State: TX Zip: 75201-6776

6. Total number of applications and registrations involved: 18 7. Total fee (37 CFR 3.41): \$ 720.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 12-1781

DO NOT USE THIS SPACE

9. Signature 09/04/2003 LNBELLER 00000004 961531 01 FC:8521 40.00 OP 02 FC:8522 425.00 OP Roy W. Hardin Signature Date 8-27-03 Total number of pages including cover sheet, attachments, and document: 10

Refund Ref: 09/04/2003 LNBELLER 0000130458

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

CHECK Refund Total: 9255.00

TRADEMARK REEL: 002814 FRAME: 0694

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of August 22, 2003, among THE NORDAM GROUP, INC., a Delaware corporation ("Borrower"); each of the Subsidiaries party hereto (the "Material Subsidiaries"); and JPMORGAN CHASE BANK, a New York banking corporation ("JPMorgan"), as Collateral Agent for the Secured Parties (as defined in the Security Agreement [hereinafter defined]) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

RECITALS:

A. Borrower, the Lenders, the Swing Line Lender and JPMorgan, as Administrative Agent are parties to an Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the Lenders and the Swing Line Lender have previously extended and may from time to time hereafter extend credit to Borrower pursuant to letters of credit, swing line loans and revolving credit loans, the indebtedness pursuant to such loans being evidenced by promissory notes payable to the order of each Lender and Swing Line Lender (the "Revolver Notes").

B. Borrower and the institutional investors identified in the Intercreditor Agreement (hereinafter defined) as "Institutional Note Holders" (collectively, together with any other holders from time to time of the hereinafter described Institutional Notes and their successors and assigns, the "Institutional Note Holders") have entered into a Restated Note and Master Shelf Agreement dated as of May 18, 2001 (as the same may be amended, modified, supplemented or restated from time to time, the "Institutional Note Agreement"), restating into a single document a Note Agreement dated as of August 27, 1997 by and between Borrower and The Prudential Insurance Company of America ("Prudential") and a Note Agreement dated as of July 12, 1999 by and between the Borrower and Prudential. Pursuant to such predecessor Note Agreements, the Borrower previously issued and sold to certain Institutional Note Holders (i) the Borrower's 7.18% Senior Notes due August 27, 2010, in the original aggregate principal amount of \$50,000,000 (including any notes delivered in substitution or exchange therefor, the "1997 Notes"), and (ii) the Borrower's 7.74% Senior Notes due July 12, 2012, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "1999 Notes"). Pursuant to the Institutional Note Agreement, the Borrower (i) previously issued and sold to certain Institutional Note Holders the Borrower's 7.51% Senior Notes due May 18, 2014, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "2001 Notes") and (ii) subject to the prior written approval of the Determining Lenders and the Administrative Agent and an amendment to the Credit Agreement, may from time to time hereafter issue and sell to Prudential and/or Prudential Affiliates (as defined in the Institutional Note Agreement) additional Senior Notes of the Borrower in an aggregate additional principal amount of up to \$30,000,000 (including any notes delivered in substitution or exchange therefor, the "Future Shelf Notes" and together with the 1997 Notes, the 1999 Notes and the 2001 Notes, the "Institutional Notes").

The parties to the Institutional Note Agreement are entering into a Letter Amendment No. 3 to Restated Note and Master Shelf Agreement of even date herewith (the "Institutional Note Agreement Amendment").

C. Borrower, Wells Fargo Bank Northwest, National Association (formerly known as First Security Bank, National Association), as the Owner Trustee (in such capacity, the "TROL Owner Trustee") under the TNG Trust 2001-1 (the "TROL Trust"), the banks and other financial institutions identified in the Intercreditor Agreement as "TROL Participants" (collectively, together with any other financial institutions from time to time parties to the hereinafter described TROL Participation Agreement as holders or lenders and their successors and assigns, the "TROL Participants"), and Bank of America, N.A., in its capacity as the agent for the TROL Participants (in such capacity, the "TROL Agent" and together with the TROL Participants, the "TROL Secured Parties") have entered into a Participation Agreement dated as of February 14, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "TROL Participation Agreement"). Pursuant to the terms of the TROL Participation Agreement and the other Operative Documents (as defined in the TROL Participation Agreement), Borrower has leased from the TROL Owner Trustee certain land located in Tulsa, Oklahoma, together with certain improvements and the manufacturing equipment located thereon specified on Schedule 10 to the Security Agreement (the "TROL Equipment" and together with such land and improvements, collectively, the "TROL Property"), the acquisition and construction of which was funded by the TROL Owner Trustee in part with the proceeds of loans and advances from the TROL Secured Parties, in an aggregate principal amount of up to \$27,300,000, made pursuant to the TROL Participation Agreement and other Operative Documents (as defined in the TROL Participation Agreement), and evidenced by promissory notes payable to the order of each TROL Secured Party party to the Participation Agreement as a lender (the "TROL Notes") and certificates issued with respect to the TROL Trust to each TROL Secured Party party to the Participation Agreement as a holder (the "TROL Certificates" and together with the TROL Notes, the "TROL Securities").

D. The Borrower, the Material Subsidiaries, Collateral Agent and other Secured Parties are parties to that certain Intercreditor and Collateral Agency Agreement of even date herewith (such Intercreditor and Collateral Agency Agreement, as the same may be amended supplemented or modified from time to time, being hereinafter referred to as the "Intercreditor Agreement") which Intercreditor Agreement, among other things, appoints the Collateral Agent and sets forth certain responsibilities and obligations of the Collateral Agent and establishes among the Secured Parties their respective rights with respect to certain payments that may be received by the Collateral Agent in respect of the Collateral (as defined in the Security Agreement).

E. To induce Administrative Agent, the Lenders and the Swing Line Lender to enter into the Credit Agreement and to extend credit thereunder, to induce the Institutional Note Holders to enter into the Institutional Note Agreement Amendment, and for other good and valuable consideration, Debtors and Collateral Agent have entered into that certain Security Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which Debtors have granted to Collateral Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service Mark registrations and

applications, both foreign and domestic, at any time owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby as security for the Secured Obligations (as defined in the Security Agreement).

F. It is a condition precedent to the Administrative Agent's, the Lenders' and the Swing Line Lender's obligations under the Credit Agreement and the Institutional Note Holders' obligations under the Institutional Note Agreement and the Institutional Note Agreement Amendment, that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Collateral Agent for the pro rata benefit of the Secured Parties to the extent provided in the Intercreditor Agreement, as security for the payment and performance of the Secured Obligations, in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as all of Secured Obligations have been indefeasibly paid and performed in full and no Secured Party shall have any commitment or obligations to make advances, lend or otherwise extend credit under any facility, and all LC's (as defined in the Credit Agreement) have expired or terminated, the Collateral Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks, except as expressly permitted by the Security Agreement.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Collateral Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Collateral Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this

Assignment, Collateral Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

DEBTORS:

THE NORDAM GROUP, INC.,
a Delaware corporation

By: Jon L. Day
Name: Jon L. Day
Title: Vice President and Treasurer

Address: 510 South Lansing
Tulsa, Oklahoma 74120
Fax No.: (918) 560-8900
Phone No.: (918) 560-8500
Attn: Jon L. Day
Organizational Identification Number: 0836501

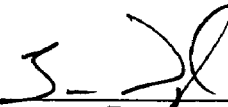
NORDAM TRANSPARENCY DIVISION
OF TEXAS, INC.,
an Oklahoma corporation

By: Jon L. Day
Name: Jon L. Day
Title: Vice President and Treasurer

Address: 510 South Lansing
Tulsa, Oklahoma 74120
Fax No.: (918) 560-8900
Phone No.: (918) 560-8500
Attn: Jon L. Day
Organizational Identification Number: None

COLLATERAL AGENT:

JPMORGAN CHASE BANK, as Collateral Agent

By: 
Name: Brian McDougal, Vice President
Title: JPMorgan Chase Bank

Address: 1111 Fannin, 10th Floor
Houston, Texas 77002
Fax No.: (713) 750-2228
Phone No.: (713) 750-2606
Attn.: Linda Escamilla
Loan and Agency Services

with a copy to:

Address: 2200 Ross Avenue, 3rd Floor
Dallas, Texas 75201
Fax No.: (214) 965-2044
Phone No.: (214) 965-2891
Attn.: Michael J. Lister

THE STATE OF OK
COUNTY OF Tulsa

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Before me Leza Perryman on this day personally appeared Jon L. Day, Vice President and Treasurer of THE NORDAM GROUP, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 21st day of August, 2003.

Commission # 0000619

Leza Perryman

[S E A L]

Notary Public - State of OK

My Commission Expires:
4/7/04

Leza Perryman
Printed Name of Notary Public

THE STATE OF OK
COUNTY OF Tulsa

§
§
§

Before me Leza Perryman on this day personally appeared Jon L. Day, Vice President and Treasurer of NORDAM TRANSPARENCY DIVISION OF TEXAS, INC., an Oklahoma corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 21st day of August, 2003.

Commission # 00006180

Leza Perryman

[S E A L]

Notary Public - State of OK

My Commission Expires:
4/7/04

Leza Perryman
Printed Name of Notary Public

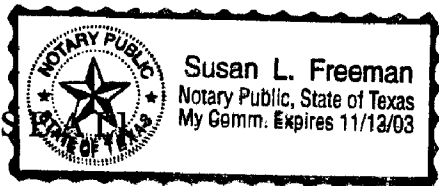
THE STATE OF TEXAS

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COUNTY OF DALLAS

Before me Susan L. Freeman on this day personally appeared Brian McDougal, Vice President, of JPMORGAN CHASE BANK, a New York banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 21st day of August, 2003.



Susan L. Freeman
Notary Public – State of Texas

My Commission Expires:

11/13/03

Susan L. Freeman
Printed Name of Notary Public

EXHIBIT "A"
TO
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registrations

<u>Mark</u>	<u>Registration No.</u>
NORDAM & Design	981,531
DURALAM	1,183,676
A Tradition of Excellence	1,219,412
NORDAM	1,255,546
NORDAM A Tradition of Excellence	1,255,993
A Tradition of Performance	1,576,830
Diamond Brite Acrylic and Design	1,609,010
NORDEX	1,652,424
PRISM	1,698,042
Weathermaster	1,815,804
NORSTAR	1,834,544
NORCOAT	1,985,457
Diamond Brite	2,006,209
DIAMOND BRITE	2,008,369
INTEGRATED INTERIOR SOLUTIONS	2,356,978
NORTRAK	2,442,329
NORTECH	2,705,484
Radome to Tailcone Solutions	2,711,376