



12/19/03

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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):

NOMA CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment For Security

Execution Date: November 10, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal

Address: _____

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National Banking Association

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)

76/545,525

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Paul Somelofske

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022-3598

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Paul Somelofske

Name of Person Signing

Paul Somelofske
Signature

12-18-03

Date

12/24/2003

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Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK
REEL: 002888 FRAME: 0628

GRANT OF SECURITY

(TRADEMARKS)

WHEREAS, NOMA CORPORATION (herein referred to as "Assignor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, are parties to the Credit Agreement dated as of November 10, 2003 and Assignee and the Lenders are desirous of having a security interest and lien on the above-identified property as security for all Obligations as defined in the Agreement;

WHEREAS, Assignor has entered into a Security Agreement, dated as of November 10, 2003 (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and lien on, all right, title and interest of Assignor in and to the Trademarks, together with 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 (the "Collateral"), as security for all Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a continuing security interest in, and lien on, the Collateral as security for all Obligations.

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

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 10th day of November, 2003.

NOMA CORPORATION

By: 

Name: Matthew R. Friel

Title: Vice President

SCHEDULE A TO GRANT OF SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Status/Comments</u>
GREEN SPEC and design	USA	(76/545,525)	(09/17/2003)	Pending