

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBX Industries, Inc.		08/16/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noel Group, LLC		
<b>Street Address:</b>	501 NMC Drive		
<b>City:</b>	Zebulon		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27597		
<b>Entity Type:</b>	limited liability company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	945587	INSUL-TUBE	
Registration Number:	1639099	INSUL-LOCK	
Registration Number:	1549154	INSUL-SHEET	
Registration Number:	1555760	INSUL-TAPE	
Registration Number:	1284312	THERMA-CEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3145		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(704)331.7400		
<b>Email:</b>	docket@kennedycovington.com		
<b>Correspondent Name:</b>	Myra T. Askins-Sullivan		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Myra T. Askins-Sullivan		

OP \$140.00 945587

Signature:	/Myra T. Askins-Sullivan/
Date:	01/11/2005
<p><b>Total Attachments: 25</b></p> <p>source=SecIntP1#page1.tif source=SecIntP2#page1.tif source=SecIntP3#page1.tif source=SecIntP4#page1.tif source=SecIntP5#page1.tif source=SecIntP6#page1.tif source=SecIntP7#page1.tif source=SecIntP8#page1.tif source=SecIntP9#page1.tif source=SecIntP10A#page1.tif source=SecIntP11#page1.tif source=SecIntP12#page1.tif source=SecIntP13#page1.tif source=SecIntP14#page1.tif source=SecIntP15#page1.tif source=SecIntP16#page1.tif source=SecIntP17#page1.tif source=SecIntP18#page1.tif source=SecIntP19#page1.tif source=SecIntP20A#page1.tif source=SecIntP21#page1.tif source=SecIntP22#page1.tif source=SecIntP23#page1.tif source=SecIntP24#page1.tif source=SecIntp25#page1.tif</p>	

## PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is made as of the 16<sup>th</sup> day of August, 2004 ("Effective Date"), by and between RBX Industries, Inc., a Delaware corporation ("RBX") and Noel Group, LLC, a North Carolina limited liability company ("Buyer").

### RECITALS

- A. RBX and Nomaco Inc., a Delaware corporation ("Nomaco") entered into (i) a Purchase and Sale Agreement, dated as of January 29, 2004 (the "Nomaco Purchase Agreement"); and (ii) a Trademark Security Agreement, dated as of January 29, 2004 (the "Nomaco TM Security Agreement" and, together with the Nomaco Purchase Agreement, the "Nomaco Agreements").
- B. RBX and Nomaco K-Flex, LLC, a North Carolina limited liability company ("NKF") entered into (i) a Purchase and Sale Agreement, dated as of January 29, 2004 (the "NKF Purchase Agreement"); and (ii) a Trademark Security Agreement, dated as of January 29, 2004 (the "NKF TM Security Agreement" and, together with the NKF Purchase Agreement, the "NKF Agreements").
- C. Buyer desires to purchase from RBX all of its rights, title and interests in, to and under the Nomaco Agreements and the NKF Agreements (collectively, the "Nomaco/NKF Agreements"), in exchange for one present payment to RBX, as more fully described in this Agreement.

### AGREEMENT

In consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, RBX hereby conveys, transfers, assigns and delivers to Buyer all of RBX's rights, title and interests in, to and under the Nomaco/NKF Agreements, including, without limitation, the right to receive royalty payments under the Nomaco Purchase Agreement and the NKF Purchase Agreement (including, without limitation, payments due and unpaid prior to the Effective Date) and the security interests granted to RBX in the Nomaco TM Security Agreement and the NKF TM Security Agreement (all of the foregoing, collectively, the "Assets").
- Payment.** In consideration for the Assets, Buyer shall pay to RBX the amount of Two Million One Hundred Twenty Thousand Dollars (\$2,120,000.00) (the "Purchase Price"), payable by cashier's check or wire transfer of immediately available funds on the Effective Date. The parties acknowledge and agree that Three Hundred Twenty Thousand Dollars (\$320,000.00) of the Purchase Price represents payment to RBX for payments which are due and unpaid under the Nomaco/NKF Agreements with respect to the period prior to the Effective Date, as adjusted to account for amounts owed by RBX to Nomaco and NKF under the Nomaco/NKF Agreements for such period. RBX shall pay all transfer, documentary, sales, use and other taxes payable in connection with the transactions described herein.
- Assumption of Obligations.** Buyer hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of RBX arising from and after the Effective Date under the Nomaco/NKF Agreements, excluding any liability or obligation for breach or default which occurred

prior to the Effective Date and excluding any liability or obligation of RBX under Sections 2.4 or 7.1 of the Nomaco Purchase Agreement or NKF Purchase Agreement (collectively, the "Assumed Liabilities"). Buyer shall not assume and shall not be responsible for the payment or discharge of any liabilities or obligations of or with respect to RBX or the Assets, other than the Assumed Liabilities (collectively, the "Excluded Liabilities").

4. RBX Representations and Warranties. RBX represents and warrants to, and covenants and agrees with, Buyer that (i) the execution and delivery of this Agreement by RBX and the transactions contemplated hereunder have been duly and validly authorized by all necessary corporate action; (ii) this Agreement constitutes a valid and binding obligation of RBX enforceable in accordance with its terms; (iii) the entering into and performance of this Agreement by RBX does not and will not violate, conflict with or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which RBX is a party or by which it or any of its property (including the Assets) is or may become subject or bound, or result in any lien, claim or encumbrance on or against the Assets; (iv) RBX has good and marketable title to the Assets and the exclusive right to receive payments under the Nomaco/NKF Agreements, free and clear of all liens, claims, encumbrances and interests of any kind; (v) the conveyance, transfer, assignment and delivery of the Assets hereunder will convey to Buyer good, valid and indefeasible title to the Assets and the exclusive right to receive payments under the Nomaco/NKF Agreements, free and clear of any liens, claims, encumbrances or interests of any kind; (vi) the transactions described in this Agreement have been approved by the United States Bankruptcy Court for the Western District of Virginia, Roanoke Division in the Chapter 11 case involving RBX as the debtor (Case No: 7-04-00725), pursuant to an Order of the Bankruptcy Court pursuant to Sections 105 and 363 of the United States Bankruptcy Code (the "Bankruptcy Code"), including, without limitation, appropriate findings under Section 363(m) of the Bankruptcy Code; (vii) none of the rights of RBX under the Nomaco/NKF Agreements as included in the Assets will be impaired by the transactions described in this Agreement and such rights will be enforceable by Buyer from and after the Effective Date without the consent or agreement of any other party; (viii) no action, suit or proceeding by any governmental authority or third party has been commenced or threatened against RBX or its directors or officers challenging or seeking to restrain or prevent the transactions described herein, or seeking damages in connection with such transactions; and (ix) RBX has obtained all consents and approvals of any third party or governmental authority necessary for the consummation of the transactions described herein. All representations, warranties, covenants and agreements of RBX in this Agreement shall survive the execution of this Agreement.

5. Buyer Representations and Warranties. Buyer represents and warrants to, and covenants and agrees with, RBX that (i) the execution and delivery of this Agreement by Buyer and the transactions contemplated hereunder have been duly and validly authorized by all necessary action under Buyer's organizational documents; (ii) this Agreement constitutes a valid and binding obligation of Buyer enforceable in accordance with its terms; and (iii) the entering into and performance of this Agreement by Buyer does not and will not violate, conflict with or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which Buyer is a party or by which it or any of its property is or may become subject or bound. All representations, warranties, covenants and agreements of Buyer in this Agreement shall survive the execution of this Agreement.

6. Indemnification. RBX and Buyer (as applicable, the "Indemnifying Party") shall each indemnify, defend and hold harmless the other party and its directors, officers, managers, shareholders, members, employees and agents (as applicable, the "Indemnified Party") from and against any and all losses, claims, actions, damages, liabilities, fees, costs and expenses (including reasonable attorneys'

fees and expenses) (collectively, "Losses") relating to or arising from any breach of any representation, warranty, covenant or agreement by the Indemnifying Party in this Agreement, and any litigation, proceeding or investigation relating thereto. In addition to the foregoing, (i) RBX shall indemnify Buyer and its directors, officers, managers, shareholders, members, employees and agents from and against any Losses relating to or arising from any of the Excluded Liabilities, and any litigation, proceeding or investigation relating thereto and (ii) Buyer shall indemnify RBX and its directors, officers, managers, shareholders, members, employees and agents from and against any Losses relating to or arising from any of the Assumed Liabilities, and any litigation, proceeding or investigation relating thereto. The covenants in this Section shall survive the execution of this Agreement and continue indefinitely with respect to any indemnification claims made within two years of the Effective Date.

7. Governing Law. The validity, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law of such state.

8. Jurisdiction. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereunder may be brought in the courts of the State of Delaware, U.S.A. or in the federal courts sitting in the State of Delaware, U.S.A. and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes hereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

9. Counterparts; Facsimile Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile.

10. Fees and Expenses. Each party shall be responsible for its own fees and expenses in connection with the negotiation and execution of this Agreement. RBX represents and warrants that it has not engaged any broker or finder in connection with the transactions described herein.

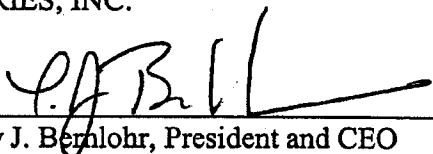
11. Further Assurances. RBX shall from time to time at the request of Buyer, and without further consideration, execute and deliver to Buyer such further instruments of conveyance and take such other actions as Buyer may request in order to effect the purposes of this Agreement.

12. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter, including, without limitation, that certain letter dated June 3, 2004 from Buyer to RBX. This Agreement may not be modified or amended except by the written agreement of all parties hereto. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not be affected or impaired thereby. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; *provided, however*, that RBX may not assign this Agreement without the written consent of Buyer.

[The next page is the signature page]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

RBX INDUSTRIES, INC.

By:   
Timothy J. Bernlohr, President and CEO

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

NOEL GROUP, LLC

By: \_\_\_\_\_  
Marc Noel, Chief Executive Officer

Address: 501 NMC Drive  
Zebulon, NC 27597  
Facsimile: (919) 269-7636

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

RBX INDUSTRIES, INC.

By: \_\_\_\_\_  
Timothy J. Bernlohr, President and CEO

Address: 5221 Valley Park Drive  
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Facsimile: (540) 561-6034

NOEL GROUP, LLC

By: \_\_\_\_\_  
Marc Noel, Chief Executive Officer

Address: 501 NMC Drive  
Zebulon, NC 27597  
Facsimile: (919) 269-7636

## 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 Delaware 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: Nick Danner  
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.**

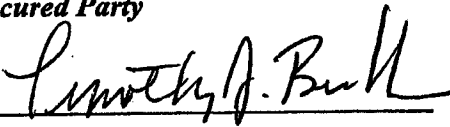
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**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:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.:**

<u>Trademark</u>	<u>Country</u>	<u>Appl No</u>	<u>Reg No</u>
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**

<u>Mark</u>	<u>Goods</u>
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

## 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 INC.**, a Delaware corporation (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 within 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 corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Grantor's certificate or articles of incorporation or by-laws, 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.

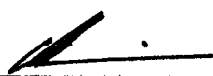
**[Remainder of page intentionally left blank.]**



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 INC., *as the Grantor*

By:   
Name: Rick Darrin  
Title: CEO

Address: 501 NMC Drive  
Zebulon, NC 27597  
Facsimile: (919) 269-7636

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 INC., as the Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 501 NMC Drive  
Zebulon, NC 27597  
Facsimile: (919) 269-7636

**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.:**

<u>Trademark</u>	<u>Country</u>	<u>Reg No</u>
THERMA-CEL	United States	1,284,312
THERMA-CEL	Canada	493237
THERMA-CEL	Mexico	545687

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

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

<u>Mark</u>	<u>Goods</u>
THERMA-CEL SEAM SEAL	PE Tube / PE Tube with PSA
THERMA-CEL SHEET	PE Sheet / PE Sheet with PSA