

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norwesco, Inc.		09/02/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania Avenue, NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828032	NW	
Registration Number:	1828033	NORWESCO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	09/14/2005		

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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Norwesco, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State MN
Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Allied Capital Corporation

Internal Address: _____

Street Address : 1919 Pennsylvania Ave., N.W.

City: Washington State: DC Zip: 20006

- Individual(s) citizenship _____
 Association _____

- General Partnership _____
 Limited Partnership _____
 Corporation State DE

Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 2, 2005

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
1828032 and 1828033

Additional numbers attached? No

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

Name: Terese M. Scholl

Internal Address: Katten. Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
 Authorized to be charged to deposit

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 of the original document.

Terese M. Scholl
Name of Person

Terese M. Scholl
Signature

September 6, 2005
Date

Total number of pages including cover sheet, attachments, and

7

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

SCHEDULE 1

NORWESCO – United States Registration, Reg. No. 1,828,033

Miscellaneous Design (NW Logo) – United States Registration, Reg. No. 1,828,032

THE EXERCISE BY GRANTEE OF ITS RIGHTS AND REMEDIES HEREUNDER ARE SUBJECT TO THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 3 BELOW.

**TRADEMARK SECURITY AGREEMENT
(UNITED STATES)
(Second Lien)**

THIS TRADEMARK SECURITY AGREEMENT (United States) (the "Agreement") made as of this 8th day of July, 2005 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Allied Capital Corporation, in its capacity as Agent for the Lenders party to the Credit Agreement defined below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

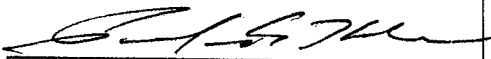
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Allied, as Agent, pursuant to this Agreement and the Security Agreement and the exercise of any right or remedy by Allied in its capacity as Agent hereunder or thereunder are subject to the provisions of the Second Lien Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

ALLIED CAPITAL CORPORATION,
as Agent

By: _____
Name: Robert M. Monk
Title: Managing Director

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

NORWESCO, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

ALLIED CAPITAL CORPORATION,
as Agent

By:  _____
Name: Robert M. Monk
Title: Managing Director

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