TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Nordam Group, Inc.		06/20/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as Collateral Agent
Street Address:	231 South LaSalle Street
Internal Address:	Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78481525	ULTRA IMAGE
Registration Number:	981531	NORDAM
Registration Number:	1183676	DURALAM
Registration Number:	1219412	A TRADITION OF EXCELLENCE
Registration Number:	1255546	NORDAM
Registration Number:	1255993	NORDAM A TRADITION OF EXCELLENCE
Registration Number:	1576830	A TRADITION OF PERFORMANCE
Registration Number:	1609010	DIAMOND BRITE ACRYLIC
Registration Number:	1652424	NORDEX
Registration Number:	1698042	PRISM
Registration Number:	1815804	WEATHERMASTER
Registration Number:	1834544	NORSTAR
Registration Number:	1985457	NORCOAT

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Registration Number:	2006209	DIAMOND BRITE
Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	2442329	NORTRAK
Registration Number:	2705484	NORTECH
Registration Number:	2711376	RADOME TO TAILCONE SOLUTIONS
Registration Number:	2008369	DIAMOND BRITE

CORRESPONDENCE DATA

Fax Number: (214)745-5390

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 512-370-2870

Email: docket@winstead.com

Correspondent Name: Winstead Sechrest & Minick P.C.

Address Line 1: P.O. Box 50784

Address Line 2: Ross Spencer Garsson

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	471-25690-720
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	10/10/2005

Total Attachments: 12

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AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of June 20, 2005, among THE NORDAM GROUP, INC., a Delaware corporation ("Borrower"); each of the Subsidiaries party hereto (the "Subsidiaries" and together with the Borrower, the "Debtors"); and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), 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 party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Existing Bank Agent"), are parties to that certain Amended and Restated Credit Agreement dated as of August 22, 2003, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of May 27, 2004 (such Amended and Restated Credit Agreement, as amended, the "Existing Credit Agreement").

B. Borrower, the Lenders, the Swing Line Lender and Bank of America, as Administrative Agent are entering into that certain Second 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 may from time to time hereafter extend credit to Borrower pursuant to letters of credit, swing line loans, term 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 "Bank Notes"). All capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth in the Credit Agreement.

C. The Credit Agreement amends and restates the Existing Credit Agreement in its entirety.

D. 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

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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 Required 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. 5 to Restated Note and Master Shelf Agreement of even date herewith (the "Institutional Note Agreement Amendment").

E. In connection with the Existing Credit Agreement and the Institutional Note Agreement, the Existing Bank Agent and the other parties thereto entered into that certain Intercreditor and Collateral Agency Agreement dated as of August 22, 2003 (the "Existing Intercreditor Agreement").

F. Borrower, the Subsidiaries, Collateral Agent and other Secured Parties are entering into that certain Amended and Restated Intercreditor and Collateral Agency Agreement of even date herewith (such Amended and Restated 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 amends and restates the Existing Intercreditor Agreement in its entirety and, 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).

G. In connection with the Existing Credit Agreement, Borrower, the Subsidiaries of Borrower party thereto and the existing Bank Agent executed a Security Agreement, dated as of August 22, 2003 (the "Existing Security Agreement").

H. 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 are entering into that certain Amended and Restated 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") which amends and restates the Existing Security Agreement in its entirety and 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

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the goodwill represented thereby as security for the Secured Obligations (as defined in the Security Agreement).

I. 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 Letters of Credit 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 by such Debtor 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 UNTIED STATES OF AMERICA.** By receiving this

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

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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: _____
Name: William L. Peacher
Title: Chief Financial Officer

Address: P.O. Box 3365
Tulsa, Oklahoma 74101
Fax No.: (918) 878-6861
Phone No.: (918) 560-8500
Attn: Tory Baker, Treasurer
Organizational Identification Number: 0836501

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

By: _____
Name: William L. Peacher
Title: Chief Financial Officer

Address: P.O. Box 3365
Tulsa, Oklahoma 74101
Fax No.: (918) 878-6861
Phone No.: (918) 560-8500
Attn: Tory Baker, Treasurer
Organizational Identification Number: None

TRADEMARK
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TNG JET ROTABLES, INC.,
a Delaware corporation

By:_____
Name: William L. Peacher
Title: Chief Financial Officer

Address: P.O. Box 3365
Tulsa, Oklahoma 74101
Fax No.: (918) 878-6861
Phone No.: (918) 560-8500
Attn: Tory Baker, Treasurer
Organizational Identification Number: _____

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COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Suzanne M. Paul
Title: Vice President

Address:	Bank of America, N.A. Agency Management 231 South LaSalle Street Mail Code: IL1-231-08-30 Chicago, Illinois 60697
Fax No.:	877-206-8435
Phone No.:	312-923-1640
Attn.:	Suzanne M. Paul Vice President

with a copy to:

Address:	Bank of America, N.A. 211 North Robinson Avenue Mail Code: OK1-100-02-15 Oklahoma City, Oklahoma 73102
Fax No.:	405-230-5230
Phone No.:	405-230-4059
Attn.:	Michael S. Reeves Senior Vice President

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THE STATE OF Oklahoma §
§
COUNTY OF Tulsa §

Before me William L. Peacher on this day personally appeared William L. Peacher, Chief Financial Officer 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 20th day of June, 2005.

Notary Public Oklahoma
OFFICIAL SEAL
Nicole D. Wiltshire
Tulsa County
Comm. # 02009807
[SEAL]

Nicole Wiltshire
Notary Public - State of Oklahoma

My Commission Expires:
7/24/06

Nicole Wiltshire
Printed Name of Notary Public

THE STATE OF Oklahoma §
§
COUNTY OF Tulsa §

Before me William L. Peacher on this day personally appeared William L. Peacher, Chief Financial Officer 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 20th day of June, 2005.

Notary Public Oklahoma
OFFICIAL SEAL
Nicole D. Wiltshire
Tulsa County
Comm. # 02009807
[SEAL]

Nicole Wiltshire
Notary Public - State of Oklahoma

My Commission Expires:
7/24/06

Nicole Wiltshire
Printed Name of Notary Public

THE STATE OF Oklahoma §
§
COUNTY OF Tulsa §

Before me William L. Peacher on this day personally appeared William L. Peacher, Chief Financial Officer of TNG JET ROTABLES, 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 20th day of June, 2005.

Notary Public Oklahoma
OFFICIAL SEAL
Nicole D. Wiltshire
Tulsa County
Comm. # 02009807

Nicole Wiltshire
Notary Public - State of Oklahoma

My Commission Expires:
7/24/06

Nicole Wiltshire
Printed Name of Notary Public

THE STATE OF ILLINOIS §
§
COUNTY OF Cook §

Before me Maria Paggao on this day personally appeared Suzanne M. Paul, Vice President, of BANK OF AMERICA, N.A., a national banking association, 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 association, for the purposes and consideration therein expressed.

Given under my hand and seal this 17th day of June, 2005.

Maria Paggao
Notary Public – State of Illinois

[S E A L]

My Commission Expires:
2/1/09

Printed Name of Notary Public

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/09

EXHIBIT "A"
To
AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registered Trademarks – The NORDAM Group, Inc.						
Nature of Interest (e.g., owner licensee)	**Registered Trademark**	**Registration No.**	**Property Covered**	**Date Registered**	**Docket No.**	**Country of Registration**
Owner	DIAMOND BRITE ACRYLIC	75,756		3/22/1997		Israel
Owner	DIAMOND BRITE ACRYLIC	2705510		3/25/95		Japan
Owner	DIAMOND BRITE ACRYLIC	382586		5/27/90		Switzerland
Owner	DIAMOND BRITE ACRYLIC	1419021		10/23/89		United Kingdom
Owner	DIAMOND BRITE ACRYLIC	TM2190/1990.4		5/27/91		Switzerland
Owner	NORDAM & Design	981,531		4/2/74		United States
Owner	DURALAM	1,183,676		12/29/81		United States
Owner	A TRADITION OF EXCELLENCE	1,219,412		12/7/82		United States
Owner	NORDAM	1,255,546		10/25/83		United States
Owner	NORDAM A TRADITION OF EXCELLENCE & Design	1,255,993		11/1/83		United States
Owner	A TRADITION OF PERFORMANCE	1,576,830		1/9/90		United States
Owner	DIAMOND BRITE ACRYLIC & Design	1,609,010		8/7/90		United States
Owner	NORDEX	1,652,424		7/30/91		United States
Owner	PRISM	1,698,042		6/30/92		United States
Owner	WEATHERMASTER	1,815,804		1/11/94		United States
Owner	NORSTAR	1,834,544		5/3/94		United States
Owner	NORCOAT	1,985,457		8/22/01		United States
Owner	DIAMOND BRITE	2,006,209		10/8/96		United States
Owner	DIAMOND BRITE	2,008,369		10/15/96		United States
Owner	INTEGRATED INTERIOR SOLUTIONS	2,356,978		6/13/2000		United States
Owner	NORTRAK	2,442,329		4/10/01		United States
Owner	NORTECH	2,705,484		4/8/03		United States
Owner	RADOME TO TAILCONE SOLUTIONS	2,711,376		4/29/03		United States

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TRADEMARK APPLICATIONS – THE NORDAM GROUP, INC.				
Nature of Interest (e.g., owner, licensee)	**Trademark Application Relates to Following Trademark:**	**Serial No.**	**Property Covered**	**Country of Application**
Owner	NORTECH	2635217		Europe
Owner	ULTRA IMAGE	78/481,525		United States

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