

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
Narricot Industries, L.P.		01/09/2006	LIMITED PARTNERSHIP: GEORGIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, Stuttgart Branch		
Street Address:	Theodor-Heuss-Strasse 3-5		
City:	Stuttgart		
State/Country:	GERMANY		
Postal Code:	70173		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2342500		
Registration Number:	2361352	MULTIFUNCTION-RIBGLIDE	
Registration Number:	2351301	PERFORMA III	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198100		
Email:	enunn@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn: Elizabeth A. Nunn		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	7111507-0003 (2342500)		

CH \$90.00 2342500

DOMESTIC REPRESENTATIVE

900042209

**TRADEMARK
 REEL: 003247 FRAME: 0817**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Elizabeth A. Nunn
Signature:	/Elizabeth A. Nunn/
Date:	02/15/2006

Total Attachments: 7
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NARRICOT INDUSTRIES, L.P., a Georgia limited partnership (the "Grantor") with principal offices at 928 Jaymor Road, Suite C-150, Southampton, PA 18966, hereby grants to Deutsche Bank AG, Stuttgart Branch, as Collateral Agent, with principal offices at Theodor-Heuss-Strasse 3-5, 70173 Stuttgart, Germany (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Intellectual Property Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 9, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

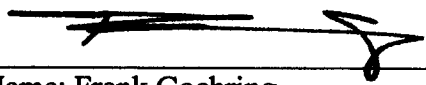
provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th
day of January, 2006.

NARRICOT INDUSTRIES, L.P.,
as Grantor

By: NARRICOT INDUSTRIES
MANAGEMENT CORP., its general
partner

By: 
Name: Frank Goehring
Title: President & COO

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF BUCKS)

On this 9th day of January, 2006, before me personally came Frank Goehring who, being by me duly sworn, did state as follows: that he is the President and Chief Operating Officer of the general partner of Narricot Industries, L.P., that he is authorized to execute the foregoing Grant on behalf of said limited partnership and that he did so by authority of the Board of Directors of said limited partnership.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen C. Keppol, Notary Public
Southampton Twp., Bucks County
My Commission Expires Oct. 29, 2007

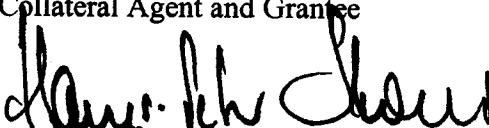
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

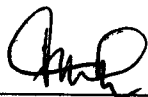
12 day of January, 2006.

NARRICOT INDUSTRIES, L.P.,
as Grantor

By _____
Name:
Title:

DEUTSCHE BANK AG, STUTTGART
BRANCH,
as Collateral Agent and Grantee

By 
Name: Hanns-Peter Storr
Title: Managing Director

By 
Name: Wolfgang Fuchs
Title: Vice President

STATE OF GERMANY

COUNTY OF BADEN-WÜRTTEMBERG

On this 12th day of January, 2006, before me personally came Hanns-Peter Storr and Wolfgang Fuchs who, being by me duly sworn, did state as follows: that they are Managing Director / Vice President of Deutsche Bank AG, Stuttgart Branch, that they are authorized to execute the foregoing Grant on behalf of said corporation and that they did so by authority of the Board of Directors of said corporation.



Notary Public

- Maier -

Official appointed representative of the Notary Public
Prof. Dr. Bernhard Kunz in Stuttgart

Deed Roll No. 20/2006 K

SCHEDULE A

<u>Marks</u>	<u>Registration Date</u>	<u>Registration No.</u>
(design only)	4/18/2000	2342500
MULTIFUNCTION-RIBGLIDE	6/27/2000	2361352
PERFORMA III	5/23/2000	2351301

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