

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
Old Virginia Brick Company, Incorporated		02/28/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	RBC Centura Bank		
Street Address:	134 North Church Street		
City:	Rocky Mount		
State/Country:	NORTH CAROLINA		
Postal Code:	27802		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868409	OLD VIRGINIA BRICK	
CORRESPONDENCE DATA			
Fax Number:	(757)628-5566		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	757-628-5619		
Email:	glydon@wilsav.com		
Correspondent Name:	Gregory D. Lydon		
Address Line 1:	1800 Bank of America Center		
Address Line 4:	Norfolk, VIRGINIA 23510		
ATTORNEY DOCKET NUMBER:	72849.001		
NAME OF SUBMITTER:	Gregory Lydon		
Signature:	/s/GD Lydon/		
Date:	03/03/2006		

OP \$40.00 2868409

Total Attachments: 7

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Customer No.: **Insert**
Loan No.: **Insert**

RBC Centura

Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of February 28, 2006, by OLD VIRGINIA BRICK COMPANY, INCORPORATED, a Virginia corporation ("Borrower"), with a mailing address of 2500 West Main Street, Salem, VA 24153 to RBC CENTURA BANK ("Bank"), with a mailing address of Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Commercial Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be

coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

BORROWER:

OLD VIRGINIA BRICK COMPANY,
INCORPORATED, a Virginia corporation

By: _____

J. Fletcher Smoak,
President

Witness:

Print Name: _____

Chil M. G.
C. Wilson M. Neely

EXHIBIT A

COPYRIGHTS

Description

Registration
Number

Registration
Date

EXHIBIT B

PATENTS

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Design</u>	<u>Class</u>	<u>Application No.</u>	<u>Publication Date</u>
OLD VIRGINIA BRICK		19	76/432,026	May 11, 2004

ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED FEBRUARY 28, 2006

This Addendum to Intellectual Property Security Agreement is attached to and made a part of the Intellectual Property Security Agreement dated February 28, 2006 between Old Virginia Brick Company, Incorporated and RBC Centura Bank.

1. References to "Intellectual Property Collateral" shall mean all of Borrower's right, title and interest in and to its intellectual property, including without limitation, the following: (i) Copyrights, Trademarks and Patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the Copyrights, Trademarks or Patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. References to "Obligations" shall mean all Indebtedness, including principal, interest, fees, premiums, penalties, charges, Bank expenses and other amounts owed to Bank by Borrower pursuant to the Loan Agreement, the Note, the other Related Documents and any other agreement, guaranty, document and record, including, without limitation, indebtedness under agreements relating to derivatives transactions (e.g. interest rate swaps, caps, floors or collar transactions, or other similar transactions made pursuant to an International Swap Dealers Association, Inc. Master Agreement or similar agreement), both absolute and contingent, due and to become due, now existing and hereafter arising, including any interest and fees that accrue after the commencement of an Insolvency Proceeding and including any indebtedness, liability and obligation now owing and any indebtedness, liability and obligation hereafter arising and owing from Borrower to others that Bank has obtained or may in the future obtain by assignment or otherwise.

3. References to "Insolvency Proceeding" means any proceeding commenced by or against any person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement or other relief.

4. References to "Loan Documents" means, collectively, the Loan Agreement, any instruments, including promissory notes, executed and delivered by Borrower to Bank, and any one or more of the following entered into by Borrower and Bank, or by Borrower for the benefit of Bank, or by another person and Bank or by another person for benefit of Bank in connection with the Loan Agreement or any of the Obligations, together with any and all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor: mortgages, deeds to secure debt, deeds of trust, security agreements, negative pledge agreements, pledge agreements, guaranty agreements, control agreements, hypothecation agreements, documents, agreements and other records.

5. References to "Credit Extensions" means each advance, equipment advance or any other extension of credit by Bank for the benefit of Borrower hereunder, including credit extensions under or related to corporate credit cards and letters of credit.

Initials: 