

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
Nordco, Inc.		09/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
Street Address:	222 North LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3071877	NORDCO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nathaniel.panek@goldbergkohn.com		
Correspondent Name:	Nathaniel Panek		
Address Line 1:	55 East Monroe St.		
Address Line 2:	Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.060		
NAME OF SUBMITTER:	Nathaniel Panek		
Signature:	/nathaniel panek/		

OP \$40.00 3071877

Date:

09/15/2006

Total Attachments: 4

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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") to that certain Trademark Security Agreement dated as of July 16, 2003 (the "Trademark Security Agreement") made by Nordco Inc., a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (as defined below) ("Grantee"), is made as of September 8, 2006.

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks.

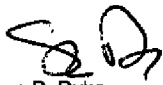
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

1. Exhibits. Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks listed on Amendment No. 1 to Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NORDCO INC.

By 
Its Stephen P. Dyke
Vice President and Secretary

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By _____
Its _____

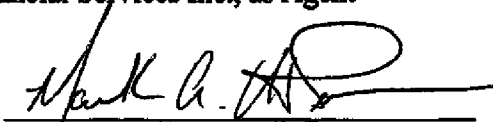
IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

NORDCO INC.


By _____
Its _____

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By 
Its Assistant Vice President

AMENDMENT NO. 1 TO SCHEDULE 1

		
Nordco (stylized)	78/356,800	3,071,877