

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noma O.P., Inc.		02/16/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch as Collateral Agent		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2062573	NOMA	
Registration Number:	1789127	NOMA	
Registration Number:	1564321	NOMA EXPRESSIONS	
Registration Number:	1418887	NOMA	
Registration Number:	1220515	NOMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	virginia.e.brown@thomson.com		
<b>Correspondent Name:</b>	Cahill Gordon & Reindel LLP		
<b>Address Line 1:</b>	80 Pine St.		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Beth Brown		
<b>Signature:</b>	/Beth Brown/		

CH \$140.00 2062573

Date:

03/01/2007

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Second Lien Trademark Security Agreement**, dated as of February 16, 2007, by NOMA O.P., INC. ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement, as amended by Amendment No. 1, and as otherwise amended, amended and restated, or modified (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party by joinder to a Second Lien Security Agreement dated as of May 1, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien  
Trademark Security Agreement to be executed and delivered by its duly authorized officer  
as of the date first set forth above.

Very truly yours,  
NOMA O.P., INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:  
UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien  
Trademark Security Agreement to be executed and delivered by its duly authorized officer  
as of the date first set forth above.

Very truly yours,

NOMA O.P., INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: David B. Julia  
Name: David B. Julia  
Title: Associate Director  
Banking Products  
Services, US

By: Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Noma O.P., Inc.	2062573	Noma
Noma O.P., Inc.	1789127	Noma
Noma O.P., Inc.	1564321	Noma Expression
Noma O.P., Inc.	1418887	Noma
Noma O.P., Inc.	1220515	Noma

**Trademark Applications: None**