

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment and Assignment of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		10/25/2006	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC, as Agent
<b>Street Address:</b>	4445 Willard Avenue
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	0950845	PEDIKINS
Registration Number:	0857956	PEDIKINS
Registration Number:	0793406	PEDS
Registration Number:	2312529	PEDS
Registration Number:	2179123	PEDS
Registration Number:	1336858	PEDS TREDs
Registration Number:	0934511	PEDS
Registration Number:	2660540	DIRT BLOCKER
Registration Number:	2614089	PRO GUARD
Registration Number:	2246671	BARE ANKLES
Registration Number:	2468473	DIRT-BE-GONE
Registration Number:	2478547	PEDI-CURES
Registration Number:	2488502	GRASS BUSTER

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Registration Number:	2304274	ODOR SOCKERS
Registration Number:	2691267	ODOR SOCKERS
Registration Number:	2126310	PRO-CUSHION
Registration Number:	1746457	HICKORY RIDGE
Registration Number:	1740603	PROTECTO
Registration Number:	1951996	NEUVILLE
Registration Number:	1477824	HARRISON CLAY
Registration Number:	1419251	G.A.L.S. GREAT AMERICAN LEG STYLES
Registration Number:	1292987	KUTE KIDS
Registration Number:	1152490	PRO-GUARD
Registration Number:	1066786	COACH'S CHOICE
Registration Number:	0767238	TRACK&FIELD
Registration Number:	1174334	HER
Registration Number:	1901799	HER H
Serial Number:	76446501	LOW PROFILE BY PEDS
Serial Number:	78549765	PEDS ON THE MOVE
Serial Number:	78418753	THERAPEDS
Serial Number:	78418752	MEDIPEDS
Serial Number:	78418747	MEDIPEDS
Serial Number:	78448389	TOUGH HEELS AND TOES

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
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ATTORNEY DOCKET NUMBER:	330119-104
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/05/2007

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## AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This Amendment and Assignment of Trademark Security Interest dated as of October 25, 2006 (this "**Amendment and Assignment**"), is made by and among Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent ("**Retiring Agent**") under the Credit Agreement (as defined below), CapitalSource Finance LLC, in its capacity as successor collateral and administrative ("**Successor Agent**") under the Credit Agreement, and Neuville Industries, Inc., a North Carolina corporation ("**Company**").

### RECITALS

WHEREAS, Company, certain of Company's affiliates, the Lenders party thereto and Retiring Agent entered into that certain Loan and Security Agreement dated as of April 4, 2005 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**");

WHEREAS, Company, the Lenders party thereto and Retiring Agent entered into that certain Trademark Security Interest (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Agreement**") dated as of April 4, 2005 and recorded on April 5, 2005 with the United States Patent and Trademark Office at Reel 03083 and Frame 0179;

WHEREAS, pursuant to the Credit Agreement and the Trademark Agreement, Company granted to Retiring Agent, as agent on behalf of the Lenders, a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain Purchase and Assignment Agreement dated October 24, 2006 by and between, among others, Retiring Agent and Successor Agent (the "**Assignment Agreement**"), Retiring Agent has resigned as Agent and delegated its rights, remedies, duties and obligations under the Credit Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Loan Documents**") to Successor Agent as the successor Agent, which assignment is made **without recourse and without representation or warranty of any kind** except as expressly provided in Section 5 of the Assignment Agreement;

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Loan Documents from Retiring Agent pursuant to the terms of the Assignment Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment and Assignment for the purposes of (i) amending the Trademark Agreement and the notice of such Trademark Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent, and (ii) evidencing in the United States Patent and Trademark Office the assignment, without recourse and without representation and warranty of any kind except as expressly provided in Section 5 of the Assignment Agreement, by Retiring Agent to Successor

Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that Successor Agent shall replace Retiring Agent as "Secured Party" thereunder and all references to "Secured Party" thereunder shall hereinafter refer to CapitalSource Finance LLC, as Agent for the Lenders.

3. Assignment. In connection with the assignment from Retiring Agent to Successor Agent under the Assignment Agreement, Retiring Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement to Successor Agent, and Successor Agent hereby accepts all of Retiring Agent's assignment and transfer of its rights, remedies, duties and obligations as Secured Party under the Trademark Agreement, which assignment is made **without recourse and without representation or warranty of any kind** except as expressly provided in Section 5 of the Assignment Agreement. The execution and delivery of this Amendment and Assignment shall not in any way affect or modify the liability of Company under the Credit Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Amendment and Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Amendment and Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment and Assignment. In addition, in the event any provision of or obligation under this Amendment and Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment and Assignment are included for convenience of reference only, do not constitute a part of this Amendment and Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment and Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment and Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

**BANK OF AMERICA, N.A., as Retiring Agent**

By: *H. Glenn Little*  
Name: H. Glenn Little  
Title: SVP

**CAPITALSOURCE FINANCE LLC, as Successor Agent**

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

**NEUVILLE INDUSTRIES, INC.**

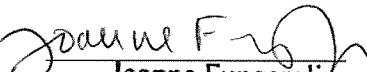
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

**BANK OF AMERICA, N.A.**, as Retiring Agent

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

**CAPITALSOURCE FINANCE LLC**, as Successor Agent

By:   
Name: Joanne Fungaroli  
Title: Authorized Signatory

**NEUVILLE INDUSTRIES, INC.**

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



IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

**BANK OF AMERICA, N.A.**, as Retiring Agent

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

**CAPITALSOURCE FINANCE LLC**, as Successor Agent

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

**NEUVILLE INDUSTRIES, INC.**

By: Kathy R. Willis  
Name: KATHY R. WILLIS  
Title: CEO

EXHIBIT A

U.S. Trademarks

A. Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pedikins	0950845	1/16/73
Pedikins	0857956	10/1/68
Peds	0793406	7/27/65
Peds	2312529	1/25/00
Peds	2179123	8/4/98
PedsTreds	1336858	5/21/85
Peds	0934511	5/23/72
Dirt Blocker	2660540	12/10/02
Pro Guard	2614089	9/3/02
Bare Ankles	2246671	5/18/99
Dirt-Be-Gone	2468473	7/10/01
Pedi-Cures	2478547	8/14/01
Grass Buster	2488502	9/11/01
Odor Sockers	2304274	12/28/99
Odor Sockers	2691267	2/25/03
Pro-Cushion	2126310	12/30/97
Hickory Ridge	1746457	1/12/93
Protecto	1740603	12/15/92
Neuville	1951996	1/23/96
Harrison Clay	1477824	2/23/88
G.A.L.S. Great American	1419251	12/2/86
Leg Styles		
Kute Kids	1292987	9/4/84
Pro Guard	1152490	4/28/81
Coach's Choice	1066786	5/31/77
Track & Field	0767238	3/24/64
Her	1174334	10/20/81
Her H	1901799	6/27/95

B. Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Low Profile by Peds	76446501	9/3/02
Peds on the Move	78549765	1/19/05
Therapads	78418753	5/14/04
Medipeds	78418752	5/14/04
Medipeds	78418747	5/14/04
Tough Heels and Toes	78448389	7/9/04

C. Foreign Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Canada	Peds	TMDA55715	11/16/32
China	Peds	1697497	1/14/02
Costa Rica	Peds	99592	2/9/97
El Salvador	Peds	148 Book 46	1/17/97
France	Peds	9342156	9/2/93
Germany	Peds	2060069	7/5/94
Great Britian	Peds	601071	12/28/46
Honduras	Peds	61.752	5/25/95
Indonesia	Peds	376371	7/7/97
Italy	Peds	6662068	11/8/95
Japan	Peds	4229639	11/14/99
South Korea	Peds	382843	11/19/97
South Korea	Peds	134109	11/27/86
South Korea	Peds	433435	12/14/98
Mexico	Peds	516452	2/8/95
Nicaragua	Peds	29155	8/29/95
Peru	Peds	18115	8/8/95
Puerto Rico	Peds	51054	7/31/00
Spain	Peds	1777792	11/16/94
Venezuela	Peds	P-189841	5/29/96
Australia	Peds	A79,987	4/17/43

D. Foreign Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Argentina	Peds	1953717	12/27/94
Brazil	Peds	822784505	6/5/00
Columbia	Peds	97005.199	2/3/97
Guatemala	Peds	8710-94	
Panama	Peds	075,146	4/7/95