

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Koneta, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) March 23, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank National Association

Internal Agent

Address: _____

Street Address: 30 E. 55th Street

City: New York

State: NY

Country: USA Zip: 10022

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Darren G Leung

Internal Address: _____

Street Address: Torys LLP, 237 Park Avenue

City: New York

State: NY Zip: 10017

Phone Number: 212-850-6012

Fax Number: 212-682-0200

Email Address: dleung@torys.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2000
Expiration Date 04/08

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Darren G Leung
Signature

July 12, 2007
Date

Darren G Leung
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 0859224

Schedule 1 to Trademark Security Agreement

Mark	Registration No.	Country
1. POLY ARMOR	859224	United States
2. NYRACORD	706755	United States
3. NYRACORD	1556726	United States
4. COUNTER TRED	560471	United States
5. PROTECTA	1732878	United States
6. PROTECTA	1706558	United States
7. PROTECTA and Design	1308866	United States
8. PROTECTA	TMA407777	Canada

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 23, 2007 is between Koneta, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the Lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, National Rubber Technologies Corp., a Nova Scotia unlimited liability company, the Lenders and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, extended, restated, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for its benefit and the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing to the extent inuring to Grantor, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Mark if and to the extent a grant or pledge of a security interest in and to such Mark would result in the invalidity, unenforceability, abandonment, cancellation or voiding of the same.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement, the Credit Agreement shall control.

[Signatures to follow on next page]

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of March, 2007.

KONETA, INC.

By: _____

Name:

Title:

James Worington
V.P. Finance and Assistant Secretary

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of March, 2007.

KONETA, INC.


By: _____
Name:
Title:

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By Stephen Shelton
Name: Stephen Shelton
Title: V.P.

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) ss.:

On the 23 day of March, 2007, before me personally came Stephen Shelton, to me personally known to be the person described in and who executed the foregoing instrument as VP of PNC Bank, National Association, who being by me duly sworn, did depose and say that he is VP of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



 NOTARY PUBLIC

ARNA BERKE SCHLESSEL
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01BE6061947
 Qualified in New York County
 My Commission Expires July 23, 2009

My commission expires:

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