

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
Conbraco Industries, Inc.		11/07/2008	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78758872	APOLLO-PRESS	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Rhonda J. Birdwell, Paralegal --- PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689-53 CONBRACO		
NAME OF SUBMITTER:	Douglas A. Nail		
Signature:	/DAN/		

CH \$40.00 78758872

Date:

12/04/2008

Total Attachments: 6

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**SECOND AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This SECOND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made on November 7, 2008, between CONBRACO INDUSTRIES, INC., a North Carolina corporation ("Company"), and BANK OF AMERICA, N.A., a national banking association, as agent (together with its successors in such capacity, "Agent") for certain financial institutions (collectively, "Lenders").

Recitals:

Reference is made to that certain Amended and Restated Trademark Security Agreement between Company and Agent dated April 28, 2006 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Company and Agent have entered into, or plan to enter into, that certain Second Amended and Restated Financing Agreement dated as of November 7, 2008 (the "Financing Agreement"). In connection with the Financing Agreement, Company provided to Agent a Schedule 9.1.11 to the Financing Agreement, which revealed additional trademarks of Company not included as "Trademarks" in the Trademark Security Agreement, and which revealed trademarks of Company included as "Trademarks" in the Trademark Security Agreement that have expired or are no longer pending.

To induce Agent to enter into the Financing Agreement, Company has agreed to amend Exhibit A of the Trademark Security Agreement to include the new trademarks within the definition of "Trademarks" under the Trademark Security Agreement, to remove from such definition the expired trademark, and to reflect the registered status of the prior pending trademark. Subject to the terms and on the conditions contained herein, Borrower and Agent hereby agree to enter into this Amendment to amend Exhibit A to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the Trademarks contained on Schedule I to this Amendment to, and removing the trademarks contained on Schedule II to this Amendment from, Exhibit A of the Trademark Security Agreement.

2. **Reaffirmation by Company.** Company hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Company in the Trademark Security Agreement. Additionally, Company hereby represents and warrants to Agent that Exhibit A to the Trademark Security Agreement, as amended hereby, contains a complete and accurate list of the

Trademarks owned by Company as of the date hereof, and that all such Trademarks described in Exhibit A to the Trademark Security Agreement shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Company further represents and warrants to Agent that it has the full authority to enter into this Amendment and to grant the security interest and Lien provided for in the Trademark Security Agreement.

3. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

6. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

7. **Further Assurances.** Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

8. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

9. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

COPY

CONBRACO INDUSTRIES, INC.
("Company")

By: Eric Miller
Eric Miller, Treasurer

BANK OF AMERICA, N.A., as Agent
("Agent")

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CONBRACO INDUSTRIES, INC.
("Company")

By: _____
Eric Miller, Treasurer

BANK OF AMERICA, N.A., as Agent
("Agent")

By: *Laura Kemper Glass*
Name: **Laura Kemper Glass**
Title: **Senior Vice President**

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Mark	Trademark Reg. No.	Registration Date	Owners	File No.
APOLLO-PRESS	3,326,865	10/30/07	Conbraco Industries, Inc.	N/A
PIPE MASTER	3,321,332	10/23/07	Conbraco Industries, Inc.	1970/74
END CAP CLAMPING AND SEALING SYSTEM	12,022,497	1/14/08	Conbraco Industries, Inc.	1970/77US

CANADIAN TRADEMARKS

Mark	Registration No.	Registration Date	Owner	File No.
STRONG	UCA27113	7/31/06	Conbraco Industries, Inc.	195176
4/S IN A CIRCLE	UCA27115	7/31/06	Conbraco Industries, Inc.	195178

SCHEDULE II

EXPIRED FOREIGN TRADEMARK REGISTRATION

Mark	Country	Registration No.	Registration Date	Owners
APOLLO	VE	79.266-F	6/17/75	Conbraco Industries, Inc.

NON-PENDING U.S. TRADEMARK APPLICATION

Mark	Serial No.	Filing Date	Owners	Our File No.
APOLLO-PRESS	78758872	11/22/05	Conbraco Industries, Inc.	N/A