

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fiber Composites, LLC		12/18/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	One Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3364474	TROPICS
Serial Number:	77412744	CHROMALAST
Serial Number:	77627558	DECK PILOT
Serial Number:	77627533	FOTOKOTE
Serial Number:	77627521	LUMENITE

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172390632  
 Email: agrandy@eapdlaw.com  
 Correspondent Name: Adam M. Grandy  
 Address Line 1: 111 Huntington Avenue  
 Address Line 2: Edwards Angell Palmer & Dodge LLP  
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CH \$140.00 3364474

ATTORNEY DOCKET NUMBER:	202164-26
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/18/2008
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of December 18, 2008 by and between Fiber Composites, LLC (the "Grantor"), and Bank of America, N.A., as Agent (the "Agent").

**WITNESSETH:**

WHEREAS, the Grantor is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of October 29, 2007 among the Grantor, New London Investments LLC, a North Carolina limited liability company (the "Mortgagor") and, together with the Grantor, the "Borrowers"), the Lenders party thereto (the "Lenders") and the Agent, as modified by that certain letter agreement dated as of September 17, 2008 among the Grantor, the Mortgagor, Quonset Investments LLC, a Rhode Island limited liability company, ("Quonset"), the Lenders and the Agent, as amended by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of November 7, 2008, among the Borrowers, Quonset, the Lenders and the Agent and as amended by that certain Second Amendment to Loan and Security Agreement and Waiver dated as of the date hereof (the "Second Amendment") among the Grantor, the Mortgagor, Quonset, the Lenders and the Agent (as so amended and as it may be further modified, amended, extended, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS, concurrently herewith, the Grantor is entering into the Second Amendment; and

WHEREAS, the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

The Grantor hereby reconfirms the terms of the Credit Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent a security interest in, such Grantor's right, title and interest in and to the Trademarks, together with the entire good will of such Grantor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Grantor and the Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

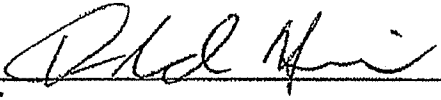
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTOR:**

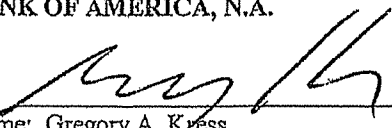
**FIBER COMPOSITES, LLC**

By:   
Name: \_\_\_\_\_  
Title: **Donald E. Harris**  
**Chief Financial Officer**

[Signature Page to Trademark Security Agreement]

AGENT:

BANK OF AMERICA, N.A.

By:  \_\_\_\_\_

Name: Gregory A. Kyess

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003906 FRAME: 0492**

SCHEDULE A

<u>TRADEMARK</u>	<u>APPLICATION/REGISTRATION NO.</u>
CHROMALAST	77/412,744
DECK PILOT	77/627,558
FOTOKOTE	77/627,533
LUMENITE	77/627,521
TROPICS AND DESIGN	3,364,474