

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/07/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nudo Products, Inc.		04/07/2008	CORPORATION: ILLINOIS
NPI Merger Sub, Inc.		04/07/2008	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Nudo Products, Inc.
Street Address:	36 Grove Street
Internal Address:	c/o RFE Investment Partners
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2692538	WANDAWALL
Registration Number:	1503034	GROUND BREAKER
Registration Number:	2017144	NUDO
Registration Number:	1264252	NU-ALUM
Registration Number:	2475699	NU-ICE
Registration Number:	2613602	ALUMACORR
Registration Number:	2651804	NU-EDGE
Registration Number:	1379836	WHITE-WOOD
Registration Number:	2641352	WHITEWOOD SMOOTH
Registration Number:	2684932	STICKY BACK
Registration Number:	1708210	FIBER-LITE

OP \$715.00 2692538

Registration Number:	2725114	NUDO ARIKET
Registration Number:	2726592	NUDO RS
Registration Number:	2717138	NU-BAY
Registration Number:	2798959	SKILLPAD
Registration Number:	2799956	NU-DEK
Registration Number:	2805655	DEKE
Registration Number:	2827514	POLY-SCRIBE
Registration Number:	2839834	NU-POLY
Registration Number:	2912540	BUDDY BOARD
Registration Number:	2941483	ARC-EDGE
Registration Number:	2960638	POLY-LAM
Registration Number:	2977962	SECURE-SHIELD
Registration Number:	2972470	NU-GUARD
Registration Number:	2985973	ARCH EDGE
Registration Number:	3025436	NU-FOAM
Registration Number:	3029869	SUPRA ARC
Registration Number:	3052232	POLY - METAL

**CORRESPONDENCE DATA**

Fax Number: (617)502-4877  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-248-4877  
Email: hbalmat@choate.com  
Correspondent Name: Heather E. Balmat  
Address Line 1: Two International Place  
Address Line 2: Choate, Hall & Stewart LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006340.0018
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	01/22/2009

Total Attachments: 7  
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EXECUTION COPY

RATIFICATION AGREEMENT

RATIFICATION AGREEMENT dated as of April 7, 2008, among: (1) NUDO PRODUCTS, INC., an Illinois corporation and successor by merger to NPI Merger Sub, Inc. ("NPI"); and (2) NEWSTAR FINANCIAL, INC., as administrative agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent for the benefit of Secured Parties called the "Administrative Agent").

RECITALS:

A. NPI Holding Corp., a Delaware corporation (the "Parent"), NPI Merger Sub, Inc., an Illinois corporation and wholly-owned subsidiary of Parent ("NPI Merger Sub"), the lenders party thereto (collectively, the "Lenders"), and NewStar Financial, Inc., as Administrative Agent for the Lenders, entered into that certain Credit Agreement dated as of April 7, 2008, providing for extensions of credit to NPI Merger Sub thereunder, all as contemplated and provided thereby, as the same may be amended, amended and restated, modified, extended, renewed, replaced, restated, supplemented, restructured and/or refinanced from time to time, and including any agreement extending the maturity of, or refinancing or restructuring, all or any portion of the Indebtedness under such Credit Agreement or any successor agreements (the "Credit Agreement").

B. Immediately after the initial extensions of credit were made to NPI Merger Sub under the Credit Agreement on the Closing Date and at the Merger Effective Time, NPI Merger Sub was merged with and into NPI. NPI is the surviving entity of the merger with NPI Merger Sub. It is the express intention of each of the parties to the Credit Agreement and the other Financing Documents that, immediately at the Merger Effective Time, NPI shall become and be the "Borrower" under the Credit Agreement and under each and every Financing Document, and that each and every reference to "NPI Merger Sub" or to "Borrower" in the Credit Agreement or in any of the other Financing Documents shall, from and after the Merger Effective Time, mean and include NPI.

C. It is a condition precedent to each extension of credit (other than the initial extension of credit) made or to be made under the Credit Agreement and the other Financing Documents that NPI shall execute and deliver this Agreement.

D. Accordingly, NPI desires to enter into this Agreement in order to satisfy the condition precedent described in preceding Recital C and in order to induce the Secured Parties to make further extensions of credit to the Borrower under the Credit Agreement and the other Financing Documents.

NOW, THEREFORE, in consideration of the foregoing and the substantial direct or indirect financial and other benefits accruing to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby makes the following representations and warranties to the Administrative Agent for the benefit of Secured Parties and hereby covenants and agrees with the Administrative Agent for the benefit of Secured Parties as follows:

## ARTICLE I

### DEFINITIONS

The following terms have the meanings herein specified unless the context otherwise requires. Such definitions shall be equally applicable to the singular and plural forms of the terms defined. Except as otherwise defined herein, terms used herein (including in the Recitals) and defined in or by reference in the Credit Agreement shall be used herein as so defined therein.

“Administrative Agent” shall have the meaning specified in the Preamble hereto.

“Agreement” shall mean this Ratification Agreement, as the same may be amended, amended and restated, modified, extended, renewed, replaced, restated or supplemented from time to time.

“Borrower” shall have the meaning specified in the Preamble hereto.

“Credit Agreement” shall have the meaning specified in Recital A of this Agreement.

## ARTICLE II

### RATIFICATION OF OBLIGATIONS

**SECTION 2.1. Assumption and Acknowledgment.** NPI, as successor by merger to NPI Merger Sub hereby absolutely, unconditionally and irrevocably: (a) assumes all of the Secured Obligations and other liabilities of NPI Merger Sub under each of the Credit Agreement and the other Financing Documents; (b) agrees to pay and perform all of the Secured Obligations of NPI Merger Sub contained in each of the Financing Documents, with the same full force and effect, in each case, as if each of the Credit Agreement and the other Financing Documents initially executed by NPI Merger Sub had been instead originally executed and delivered by NPI; (c) acknowledges and agrees that NPI is the “Borrower” under the Credit Agreement and the other Financing Documents and that each and every reference to “NPI Merger Sub” or to “Borrower” in the Credit Agreement or any of the other Financing Documents shall mean and include NPI; and (d) acknowledges and agrees that NPI is and shall at all times continue to be liable for all of the Secured Obligations of the Borrower under the Credit Agreement and the other Financing Documents.

**SECTION 2.2. Ratification of Secured Obligations.** All of the agreements and Secured Obligations of the Borrower to the Administrative Agent, the Lenders and other Secured Parties under each of the Credit Agreement and the other Financing Documents and in relation to the Collateral are, by the execution and delivery of this Agreement by NPI, ratified, affirmed and confirmed in all respects by NPI, as the Borrower under the Credit Agreement and the other Financing Documents. NPI hereby (a) waives and relinquishes any and all claims or off-sets that it may now have with respect to the payment or performance of any of the Secured Obligations, and (b) further confirms and ratifies the security interests and Liens of the Administrative Agent, for the benefit of the Secured Parties, in and to all of the Collateral and that all Liens under all Financing Documents to which NPI is bound shall apply to the present and future properties of NPI.

**SECTION 2.3. Waiver of Suretyship Defenses; etc.** NPI hereby absolutely, unconditionally and irrevocably waives, to the fullest extent permitted under Applicable Law, all suretyship and other similar defenses to the payment and performance by NPI of any of its Secured Obligations to the Administrative Agent, the Lenders or the other Secured Parties under this Agreement, the Credit Agreement or any of the other Financing Documents.

**SECTION 2.4. No Other Changes.** Except as otherwise expressly provided by this Agreement, all of the terms, conditions and provisions of the Credit Agreement and each of the other Financing Documents, and all of the rights and remedies of the Administrative Agent, the Lenders and other Secured Parties thereunder, shall remain unaltered.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

NPI hereby represents, warrants and covenants to the Administrative Agent and the other Secured Parties on and as of the date hereof, after giving effect to this Agreement, as follows:

**SECTION 3.1. Corporate Authority; etc.** The execution and delivery by NPI of this Agreement, and the performance by NPI of its agreements and obligations to the Administrative Agent and the other Secured Parties under this Agreement, have been duly and properly authorized by all necessary corporate or other action on the part of NPI, and do not and will not conflict with, result in any violation of, or constitute any default under any charter, by-law, mortgage, indenture, material contract, material instrument, judgment, decree, order, statute, rule or regulation to which NPI is subject.

**SECTION 3.2. Validity; etc.** This Agreement has been duly executed and delivered by NPI and constitutes the legal, valid and binding Secured Obligation of NPI, enforceable against NPI in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws at the time in effect affecting the enforceability of the rights of creditors generally.

### ARTICLE IV

#### MISCELLANEOUS

**4.1. GOVERNING LAW AND WAIVER OF JURY TRIAL; ETC.**

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT. EACH OF THE PARTIES HERETO AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.10 OF THE CREDIT AGREEMENT WITH

THE SAME FULL FORCE AND EFFECT AS IF SET FORTH IN FULL HEREIN AND MADE EXPRESSLY APPLICABLE TO EACH PARTY HERETO.

4.2. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

4.3. Delivery by Facsimile. Delivery of the signature pages to this Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

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\*\*\*Signature Page to NPI Ratification Agreement follows\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this RATIFICATION AGREEMENT to be duly executed and delivered as of the date first above written.

The Borrowers:

NUDO PRODUCTS, INC. (successor by merger to NPI MERGER SUB, INC.), as the Borrower

By: 

Name: EDWARD D. TRUSLOW  
Title: VICE PRESIDENT

Address:

c/o RFE Investment Partners,  
36 Grove Street  
New Canaan, Connecticut 06840

Attention: Edward D. Truslow  
Telephone: (203) 966-2800  
Facsimile: (203) 966-3109

[Signature page to NPI Ratification Agreement]



The Administrative Agent:

NEWSTAR FINANCIAL, INC.,  
as Administrative Agent

By: 

Name: Peter E. Nightingale  
Title: Managing Director  
Portfolio Manager

Address of the Administrative Agent:

NewStar Financial, Inc.,  
9 Old Kings Highway South, 4<sup>th</sup> Floor  
Darien, Connecticut 06820

Attention: Peter E. Nightingale  
Telephone: (203) 716-8424  
Facsimile: (203) 716-8449

(Signature page to NPI Ratification Agreement)

Schedule I

Trademarks; Trademark Licenses

<u>Title:</u>	<u>Application / Registration No.:</u>	<u>Issue Date:</u>	<u>Country:</u>
WANDAWALL	2692538	03/04/03	USA
GROUND BREAKER	1503034	09/06/88	USA
NUDO	2017144	11/19/06	USA
NU-ALUM	1264252	01/17/84	USA
NU-ICE	2475699	08/07/01	USA
ALUMACORR	2613602	09/03/02	USA
NU-EDGE	2651804	11/19/02	USA
WHITEWOOD	1379836	01/21/86	USA
WHITEWOOD SMOOTH	2641352	01/01/88	USA
STICKY BACK	2684932	01/01/92	USA
FIBER-LITE	1708210	08/18/92	USA
NUDO ARIKET	2725114	06/10/03	USA
NUDO RS	2726592	06/17/03	USA
NU-BAY	2717138	05/20/03	USA
SKILLPAD	2,798,959	12/23/03	USA
NU-DEK	2,799,956	12/30/03	USA
DEKE	2,805,655	1/13/04	USA
POLY-SCRIBE	2,827,514	03/30/04	USA
NU-POLY	2,839,834	05/11/04	USA
BUDDY BOARD	2912540	12/21/04	USA
ARC-EDGE	2,941,483	04/19/05	USA
POLY-LAM	2,960,638	06/07/05	USA
SECURE SHIELD	2,977,962	07/26/05	USA
NU-GUARD	2,972,470	07/19/05	USA
ARCH EDGE	2,985,973	08/16/05	USA
NU-FOAM	3,025,436	12/13/05	USA
SUPRA ARC	3,029,869	12/13/05	USA
POLY-METAL	3,052,232	01/31/06	USA

Trademarks in Development:

The Company is investigating the filing of a trademark for ALLURE, NCP ALLURE, or a similar name.