

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NN, Inc.		03/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Institutional Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2271974	NN	
CORRESPONDENCE DATA			
Fax Number:	(216)566-5800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-566-5940		
Email:	wendy.seifert@ThompsonHine.com		
Correspondent Name:	Adam R. Nazette, Esq.		
Address Line 1:	127 Public Square		
Address Line 2:	3900 Key Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	059130.00066		
NAME OF SUBMITTER:	Adam R. Nazette, Esq.		
Signature:	/arn/		

OP \$40.00 2271974

Date:

03/25/2009

Total Attachments: 16

source=NN, Inc. - IP Security Agreement#page1.tif
source=NN, Inc. - IP Security Agreement#page2.tif
source=NN, Inc. - IP Security Agreement#page3.tif
source=NN, Inc. - IP Security Agreement#page4.tif
source=NN, Inc. - IP Security Agreement#page5.tif
source=NN, Inc. - IP Security Agreement#page6.tif
source=NN, Inc. - IP Security Agreement#page7.tif
source=NN, Inc. - IP Security Agreement#page8.tif
source=NN, Inc. - IP Security Agreement#page9.tif
source=NN, Inc. - IP Security Agreement#page10.tif
source=NN, Inc. - IP Security Agreement#page11.tif
source=NN, Inc. - IP Security Agreement#page12.tif
source=NN, Inc. - IP Security Agreement#page13.tif
source=NN, Inc. - IP Security Agreement#page14.tif
source=NN, Inc. - IP Security Agreement#page15.tif
source=NN, Inc. - IP Security Agreement#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(US Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 13th day of March, 2009 by NN, INC., a Delaware corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the collateral agent for the Secured Creditors, as hereinafter defined (in its capacity as the collateral agent, for the benefit of and on behalf of the Secured Creditors, "Collateral Agent").

1. Recitals.

Pledgor and each Foreign Borrower, as defined in the Credit Agreement, as hereinafter defined (each such Foreign Borrower, together with Pledgor and their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), have entered into that certain Credit Agreement, dated as of September 21, 2006, as amended and restated as of March 13, 2009, with the lenders from time to time listed on Schedule 1 to the Credit Agreement (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), Regions Bank (successor by merger to AmSouth Bank), as the swing line lender, and KeyBank National Association, as the lead arranger, sole book runner and administrative agent (in its capacity as the administrative agent for the Lenders, "Agent") (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that the Lenders continue to grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor entered into that certain Second Amended and Restated Note Purchase and Shelf Agreement, dated as of March 13, 2009, which amends and restates the Amended and Restated Note Purchase Agreement and Shelf Agreement, dated as of December 21, 2007, with The Prudential Insurance Company of America, Prudential Retirement Insurance and Annuity Company, American Bankers Life Assurance Company of Florida, Inc., Farmers New World Life Insurance Company, and Time Insurance Company (as the same may from time to time be amended, restated or otherwise modified, the "Note Purchase Agreement"), pursuant to which Pledgor issued \$40,000,000 aggregate amount of 8.50% Senior Notes, Series A, due April 26, 2014 all as more specifically described in such Note Purchase Agreement (collectively, together with any other notes hereafter issued under the Note Purchase Agreement with the prior written consent of the Required Lenders or to the extent expressly permitted by the Credit Agreement, the "Senior Notes", such term to include all notes and other securities issued in exchange therefor or in replacement thereof pursuant to the Note Purchase Agreement). Pledgor desires that the Senior Noteholders, as hereinafter defined, continue to grant the financial accommodations to Pledgor pursuant to the Note Purchase Agreement.

Pledgor understands that the Secured Creditors, as hereinafter defined, are willing to continue to grant the financial accommodations pursuant to the Secured Loan Documents only upon certain terms and conditions, one of which is that Pledgor grant to Collateral Agent, for the benefit of the Secured Creditors, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial

accommodation granted to Borrowers by the Secured Creditors, and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Administrative Borrower” means NN, Inc.

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Bank Group Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Agent, Collateral Agent, the Fronting Lender, the Swing Line Lender or any Lender pursuant to the Credit Agreement, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document or Related Writing; (d) all obligations and liabilities of the Companies owing to Lenders under Hedge Agreements; (e) the Bank Product Obligations owing to Lenders under Bank Product Agreements; (f) every other liability, now or hereafter owing to Agent, Collateral Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document or Related Writing; and (g) all Related Expenses.

“Bank Product Agreements” means those certain cash management service and other agreements entered into from time to time between a Company and Agent or a Lender (or an affiliate of a Lender) in connection with any of the Bank Products.

“Bank Product Obligations” means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by a Company to Agent or any Lender (or an affiliate of a Lender) pursuant to or evidenced by the Bank Product Agreements.

“Bank Products” means any service or facility extended to a Company by Agent or any Lender (or an affiliate of a Lender) including (a) credit cards and credit card processing services, (b) debit and purchase cards, (c) ACH transactions, and (d) cash management, including controlled disbursement, accounts or services.

“Collateral” means, collectively, all of Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals,

continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Collateral Agent or any Secured Creditor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means that term as defined in the Credit Agreement or in the Note Purchase Agreement.

“Hedge Agreement” means any Hedge Agreement, as defined in the Credit Agreement, existing between a Company and a Lender.

“Intercreditor Agreement” means the Amended and Restated Intercreditor Agreement, dated as of March 13, 2009, among Agent (for the benefit of and on behalf of the Lenders), Collateral Agent (for the benefit of and on behalf of the Secured Creditors), and the Senior Noteholders, as the same may from time to time be amended, restated or otherwise modified.

“Required Creditors” means the Required Banks and the Required Noteholders (as each term is defined in the Intercreditor Agreement).

“Person” means any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, unlimited liability company, institution, trust, estate, governmental entity or any other entity.

“Proceeds” means (a) proceeds, as defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts.

“Secured Creditor Obligations” means, collectively, (a) the Bank Group Obligations, and (b) the Senior Note Document Obligations.

“Secured Creditors” means Agent, the Lenders, and the Senior Noteholders.

“Secured Loan Document” means this Agreement, the Credit Agreement, any other Loan Document, any Senior Note Document and any other document executed in connection with any of the foregoing.

“Senior Note Document Obligations” means, collectively, (a) all Debt (as defined in the Note Purchase Agreement) and other obligations now owing or hereafter incurred by US Borrower and any Guarantors (as defined in the Note Purchase Agreement) to the Senior

Noteholders pursuant to the Note Purchase Agreement, including but not limited to the principal of and interest on the Senior Notes issued by US Borrower under the Note Purchase Agreement, (b) all obligations of US Borrower to pay any Yield Maintenance Amount (as defined in the Note Purchase Agreement), (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part, (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to the Senior Noteholders pursuant to the Note Purchase Agreement or any other Senior Note Documents, (e) all other obligations and liabilities owing by US Borrower and any Guarantors (as defined in the Note Purchase Agreement) to the holders of the Senior Notes under the Note Purchase Agreement and the other Senior Note Documents to which US Borrower or such Guarantors (as defined in the Note Purchase Agreement) is now or may hereafter become a party, and (f) Related Expenses (as defined in the Note Purchase Agreement); in all cases whether now existing, or hereafter incurred under, arising out of, or in connection with, the Note Purchase Agreement or any of such other Senior Note Documents, including any such interest or other amounts which, but for any automatic stay under section 362(a) of the Bankruptcy Code, would become due, and also including without limitation, all such obligations and indebtedness of US Borrower and all Guarantors (as defined in the Note Purchase Agreement) under the Note Purchase Agreement or any other Senior Note Documents to which US Borrower or any Guarantor (as defined in the Note Purchase Agreement) is a party which relate to any of the foregoing.

“Senior Note Documents” means the Note Purchase Agreement, the Senior Notes, all “Financing Agreements” as defined in the Note Purchase Agreement, and all other documents now or hereafter executed and delivered by US Borrower or any of its subsidiaries for the benefit of the Senior Noteholders pursuant to the Note Purchase Agreement.

“Senior Noteholders” means the holders of the Senior Notes, from time to time.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Creditor Obligations, Pledgor hereby agrees that Collateral Agent shall at all times have, and hereby grants to Collateral Agent, for the benefit of the Secured Creditors, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Collateral Agent or the Secured Creditors of the creation or acquisition thereof.

4. Pledgor’s Representations and Warranties. Pledgor hereby represents and warrants to Collateral Agent, Agent and each Secured Creditor as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, except in the ordinary course of business.

6. Right to Inspect. Pledgor hereby grants to Collateral Agent, for the benefit of the Secured Creditors, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Remedies.

8.1. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall exercise remedies against Pledgor and the Collateral as set forth in the Credit Agreement; provided that, to the extent any Intercreditor Agreement shall directly conflict with any provisions in the Credit Agreement, the provisions of such Intercreditor Agreement shall apply.

8.2. Pledgor expressly acknowledges that Collateral Agent, on behalf of the Secured Creditors, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Collateral Agent the Assignment, which Assignment shall have no force and effect and shall be held by Collateral Agent in escrow until the occurrence and continuation of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and

during the continuation of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Collateral Agent in the form reflected on the face of the Assignment and Collateral Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Collateral Agent and the Secured Creditors in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Collateral Agent and, until so paid, shall be added to the principal amount of the Secured Creditor Obligations.

10. Pledgor's Obligation to Prosecute. Pledgor shall have the duty to prosecute diligently (unless in Pledgor's reasonable judgment such prosecution will be unsuccessful or is otherwise unwarranted) any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Bank Group Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Collateral Agent's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Collateral Agent, on behalf of the Secured Creditors, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Collateral Agent and the Secured Creditors for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Collateral Agent and the Secured Creditors in connection with the provisions of this Section 11, in the event Collateral Agent, on behalf of the Secured Creditors, elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Collateral Agent, on behalf of the Secured Creditors, to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuation of an Event of Default, Pledgor's name on all applications, documents, papers and

instruments necessary for Collateral Agent, on behalf of the Secured Creditors, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Collateral Agent, on behalf of the Secured Creditors, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Collateral Agent's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Collateral Agent, on behalf of the Secured Creditors, may, but is not obligated to, do so in Pledgor's name or in the name of Collateral Agent, on behalf of the Secured Creditors, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Collateral Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Collateral Agent and the Secured Creditors in protecting, defending and maintaining the Collateral.

14. New Collateral. If, before the Bank Group Obligations shall have been irrevocably paid in full and the commitments established under the Credit Agreement terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Collateral Agent prompt written notice thereof.

15. Modifications for New Collateral. Pledgor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 14 hereof and, at Collateral Agent's request, Pledgor shall execute any documents or instruments required by Collateral Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

16. Collateral Agent. Collateral Agent will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. It is expressly understood and agreed that the obligations of Collateral Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement. Collateral Agent shall act hereunder on the terms and conditions set forth herein. Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default unless Collateral Agent, in such capacity, has received notice from a Secured Creditor or Pledgor referring to the Credit Agreement or a Note Purchase Agreement, describing such Event of Default and stating that such notice is a "notice of default". In the event that Collateral Agent receives such a notice, Collateral Agent shall give notice thereof to the Secured Creditors. Collateral Agent shall take such action with respect to such Event of Default as shall be reasonably directed by the Required Creditors (or, if so specified by the Intercreditor Agreement, all Secured Creditors); provided that, unless and until Collateral Agent shall have received such directions, Collateral Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable, in its discretion, for the protection of the interests of the holders of the Secured Creditor Obligations.

17. Indemnification by Pledgor.

(a) Generally. Pledgor hereby agrees to indemnify, reimburse and hold Collateral Agent, Agent and each Secured Creditor, and their respective affiliates, officers, directors, attorneys, agents and employees (hereinafter in this Section 17 referred to individually as "Indemnitee" and, collectively, as "Indemnitees") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, judgments and any and all reasonable out-of-pocket costs and expenses of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement, any other Secured Loan Document, or the documents executed in connection herewith and therewith, or in any other way connected with the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any person (including any Indemnitee), or property damage), or contract claim; provided that no Indemnitee shall be indemnified pursuant to this subsection (a) for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct (as determined by a court of competent jurisdiction) of such Person to be indemnified.

(b) Collateral Agent. Without limiting subsection (a) above, Pledgor hereby agrees to pay, or reimburse Collateral Agent for (if Collateral Agent shall have incurred such fees, costs or expenses), any and all out-of-pocket fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Liens of Collateral Agent on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Indemnitees. Without limiting the application of subsections (a) and (b) above, Pledgor hereby agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses that such Indemnitee may suffer, expend or incur in consequence of or growing out of any material misrepresentation by Pledgor in this Agreement, or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement.

(d) Indemnity Obligations Secured by Collateral; Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Creditor Obligations secured by the Collateral. The indemnity obligations of Pledgor contained

in this Section 17 shall continue in full force and effect notwithstanding the full payment of all the other Secured Creditor Obligations and notwithstanding the discharge thereof.

18. Indemnification by the Secured Creditors. The Lenders and the Senior Noteholders agree to indemnify Collateral Agent (and its affiliates, officers, directors, attorneys, agents and employees), to the extent not reimbursed by Pledgor, ratably, based on their respective share of the indebtedness that comprises the Secured Creditor Obligations, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against Collateral Agent, in its capacity as collateral agent, in any way relating to or arising out of this Agreement or any Secured Loan Document or any action taken or omitted by Collateral Agent with respect to this Agreement or any Secured Loan Document, provided that no Secured Creditor shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and expenses) or disbursements resulting from Collateral Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction), or from any action taken or omitted by Collateral Agent in any capacity other than as collateral agent under this Agreement, the Intercreditor Agreement or any other Secured Loan Document. No action taken in accordance with the directions of any Secured Creditor or with the advice of counsel shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 18. The undertaking in this Section 18 shall survive repayment of the Secured Creditor Obligations, any foreclosure under, or modification, release or discharge of, any or all of the Secured Loan Documents, termination of this Agreement and the resignation or replacement of the collateral agent.

19. Collateral Agent to Act on Behalf of Secured Creditors. The Secured Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of Collateral Agent, acting upon the instructions of the Required Creditors. No other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by Collateral Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement.

20. Successor Collateral Agent. Collateral Agent may resign as collateral agent hereunder by giving not fewer than thirty (30) days prior written notice to Administrative Borrower and the Secured Creditors. Such resignation shall be in Collateral Agent's sole discretion. Upon appointment, any successor collateral agent shall succeed to the rights, powers and duties as collateral agent, and the term "Collateral Agent" means such successor effective upon its appointment, and the former collateral agent's rights, powers and duties as agent shall be terminated without any other or further act or deed on the part of such former agent or any of the parties to this Agreement. After any retiring Collateral Agent's resignation as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent under this Agreement and the other Secured Loan Documents.

21. Termination. At such time as the Secured Creditor Obligations shall have been irrevocably paid in full, the commitments established under the Credit Agreement terminated, and both the Credit Agreement and Note Purchase Agreement terminated and not replaced by any other credit facility with Agent, Lenders, or Senior Noteholders, (a) Pledgor shall have the right to terminate this Agreement, and (b) upon written request of Pledgor, Collateral Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Collateral Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Collateral Agent, for the benefit of the Secured Creditors, pursuant hereto.

22. No Waiver. No course of dealing between Pledgor and Collateral Agent or any Secured Creditor, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any such Secured Creditor, any right, power or privilege hereunder or under any of the Secured Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

23. Remedies Cumulative. All of the rights and remedies of Collateral Agent with respect to the Collateral, whether established hereby or by the Secured Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

24. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

25. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Collateral Agent; provided that no such amendment or modification shall be made to Section 8, 16, 18, 19 or 25 hereof without the consent of each Secured Creditor adversely affected thereby. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, any Note Purchase Agreement or the Intercreditor Agreement, the provisions of this Agreement shall control.

26. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Collateral Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Collateral Agent, Agent and the Secured Creditors. Any attempted assignment or transfer without the prior written consent of Collateral Agent shall be null and void.

27. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, (a) if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement; (b) if to Collateral Agent, mailed or delivered to it, addressed to the address of Collateral Agent specified on the signature page of

this Agreement; (c) if to Agent or a Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement; and (d) if to a Senior Noteholder, mailed or delivered to it, addressed to the address of such Senior Noteholder specified on the signature pages of the Intercreditor Agreement; or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor or any other Person to Collateral Agent pursuant to any of the provisions hereof shall not be effective until received by Collateral Agent.

28. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor, Collateral Agent, Agent and the Secured Creditors hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflicts of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any such action or proceeding arising out of or relating to this Agreement, any Secured Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

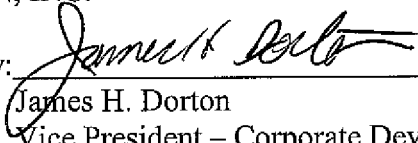
11443274.7

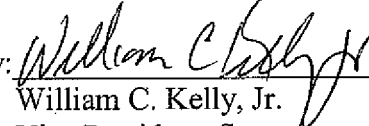
JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG COLLATERAL AGENT, AGENT, THE SECURED CREDITORS, AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 2000 Waters Edge Drive
Building C, Suite 12
Johnson City, Tennessee 37604
Attention: James H. Dorton

NN, INC.

By: 
James H. Dorton
Vice President – Corporate Development
and Chief Financial Officer

By: 
William C. Kelly, Jr.
Vice President, Secretary and Chief
Administrative Officer

Address: 127 Public Square
Cleveland, Ohio 44114-1306
Attention: Institutional Bank

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Suzannah Harris
Vice President

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG COLLATERAL AGENT, AGENT, THE SECURED CREDITORS, AND PLEDGOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 2000 Waters Edge Drive
Building C, Suite 12
Johnson City, Tennessee 37604
Attention: James H. Dorton

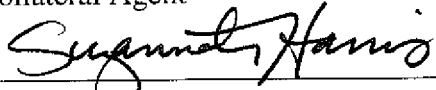
NN, INC.

By: _____
James H. Dorton
Vice President – Corporate Development
and Chief Financial Officer

By: _____
William C. Kelly, Jr.
Vice President, Secretary and Chief
Administrative Officer

Address: 127 Public Square
Cleveland, Ohio 44114-1306
Attention: Institutional Bank

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Suzannah Harris
Vice President

SCHEDULE 1

NN, Inc. owns the word trademark NN (Registration No. 2,271,974), a typed drawing, registered on August 24, 1999.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED CREDITORS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 13, 2009, EXECUTED BY NN, INC., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE SECURED CREDITORS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "COLLATERAL AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF COLLATERAL AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT COLLATERAL AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, NN, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of March 13, 2009 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION as Collateral Agent for the Secured Creditors, as defined in the Agreement (together with its successors and assigns, "Collateral Agent"), pursuant to which Pledgor has granted to Collateral Agent, for the benefit of the Secured Creditors, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Collateral Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Collateral Agent, for the benefit of the Secured Creditors, and their respective successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Collateral Agent or any Secured Creditor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Collateral Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Collateral Agent, on behalf of the Secured Creditors, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on March 13, 2009.

NN, INC.

By: _____

Name: _____

Title: _____