

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nestor Sales LLC		03/30/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	5200 Town Center Circle		
Internal Address:	Suite 302		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3212093	PERFORMANCE 1	
Registration Number:	2570562	NESCO	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558.121 EAR		
NAME OF SUBMITTER:	Ellen A. Rubel		

OP \$65.00 3212093

Signature:	/Ellen A. Rubel/
Date:	03/31/2009
Total Attachments: 4 source=NGSI-T Nestor to PNC#page1.tif source=NGSI-T Nestor to PNC#page2.tif source=NGSI-T Nestor to PNC#page3.tif source=NGSI-T Nestor to PNC#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of March 30, 2009 (as amended, the "Credit Agreement") by and among the undersigned (the "Grantor"), the financial institutions parties thereto as the lenders (the "Lenders"), and PNC Bank, National Association, as Agent (the "Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
-----------------------------------	---	---------------------------------------

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NESTOR SALES LLC,
as Grantor

By: *Barry B. Katz*
Name: Barry B. Katz, CEO
Title: CEO

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

The Grantor and the Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

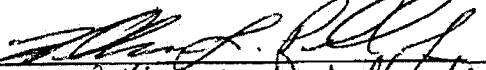
Very truly yours,

NESTOR SALES LLC,
as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: William L. Drindle, Sr.
Title: Sr. Vice President

Schedule 1

**Nestor Sales LLC
(Georgia LLC)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
PERFORMANCE I	3212093	2/27/07
NESCO	2570562	5/21/02

Pending Applications

None.

CHAR111109719v1