

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOMA O.P., INC.		04/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NEXBANK, SSB		
Street Address:	13455 Noel Road, 22nd Floor		
Internal Address:	Attn: Jeff Scott		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Mutual Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1218037	NOMA PATIO	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175708764		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas - IP Administrator		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Ryan E. Thomas		
Signature:	/Ryan E. Thomas/		
Date:	04/03/2009		

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Total Attachments: 5

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Supplemental Second Lien Trademark Security Agreement

Supplemental Second Lien Trademark Security Agreement, dated as of April 3, 2009 (the "Supplemental Trademark Security Agreement"), by NOMA O.P., INC., a Delaware corporation ("Pledgor") in favor of NEXBANK, SSB, in its capacity as collateral agent pursuant to the Amended and Restated Second Lien Credit Agreement (as successor by assignment to UBS AG, Stamford Branch) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party by joinder to a Second Lien Security Agreement, dated as of May 1, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, Pledgor is a party to a Second Lien Trademark Security Agreement, dated as of February 16, 2007, in favor of the Collateral Agent pursuant to which Pledgor granted a second lien security interest in certain Trademarks of Pledgor and certain Goodwill and Proceeds as set forth in the Trademark Security Agreement; and

WHEREAS, pursuant to that certain Agency Assignment and Amendment Agreement, dated as of April 3, 2009, UBS AG, Stamford Branch has resigned in its capacity as second lien collateral agent and Collateral Agent has accepted such role..

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NOMA O.P., INC.

By: 

Name:

Title:

9/3/2009

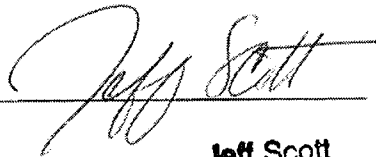
Accepted and Agreed:

NEXBANK, SSB,
as Collateral Agent

By: _____

Name: _____

Title: _____



4/3/2009

Jeff Scott
Vice President
NexBank, SSB

Supplemental Second Lien Trademark Security Agreement

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SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

OWNER	REG. NO.	TRADEMARK
NOMA O.P., INC.	1218037	NOMA PATIO

Trademark Applications:

None.

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