

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noma O.P., Inc.		04/03/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1218037	NOMA PATIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	029217-0169 (NOMA)		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>Signature:</b>	/Anna T Kwan/		
<b>Date:</b>	04/03/2009		

OP \$40.00 1218037

**Total Attachments: 5**

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## **Supplemental First Lien Trademark Security Agreement**

**Supplemental First 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 UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Amended and Restated First Lien Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Pledgor is a party by joinder to a First 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; and

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

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.

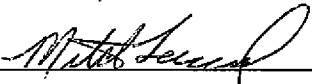
SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[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:

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**

as Collateral Agent

By:  

Name:

Title: R. Otsa  
Associate Director  
Banking Products  
Services US

Marie A. Haddad  
Associate Director  
Banking Products  
Services US

**SCHEDULE I**  
**to**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**Trademarks:**

<b>OWNER</b>	<b>REG. NO.</b>	<b>TRADEMARK</b>
NOMA O.P., INC.	1218037	NOMA PATIO

**Trademark Applications:**

None.