### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

Termination of Security Interest in Trademarks recorded at Reel 003040/Frame NATURE OF CONVEYANCE:

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, National Association, as First Lien Collateral Agent		10/29/2009	National Association:

# **RECEIVING PARTY DATA**

Name:	Noma O.P., Inc.	
Street Address:	101 South Hanley Road, Suite 1050	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1789127	NOMA
Registration Number:	2062573	NOMA
Registration Number:	1564321	NOMA EXPRESSIONS
Registration Number:	1220515	NOMA
Registration Number:	1418887	NOMA
Registration Number:	1218037	NOMA PATIO

### **CORRESPONDENCE DATA**

(949)475-4754 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-451-3800

Email: skann@gibsondunn.com Correspondent Name: Stephanie S. Kann Address Line 1: 3161 Michelson Drive

**TRADEMARK** 900148492 REEL: 004102 FRAME: 0492

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612				
ATTORNEY DOCKET NUMBER:	33022-00273			
NAME OF SUBMITTER:	Stephanie S. Kann			
Signature:	/stephanie s. kann/			
Date:	11/24/2009			
Total Attachments: 3 source=gentekterminationtmnomaop (2)#page1.tif source=gentekterminationtmnomaop (2)#page2.tif source=gentekterminationtmnomaop (2)#page3.tif				

## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of OCTOBER 29, 2009, is made by Bank of America, National Association, as First Lien Collateral Agent (the "Secured Party").

WHEREAS, Noma O.P., Inc (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on March 7, 2005 at Reel 003040 and Frame 0913; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in certain Trademarks identified on <u>Schedule A</u> attached hereto.

**NOW, THEREFORE,** for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

- 1. all of Grantor's Trademarks identified on Schedule A attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, each Trademark identified on Schedule A; and
- all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark identified on <a href="Schedule A">Schedule A</a> or (ii) injury to the goodwill associated with any Trademark identified on <a href="Schedule A">Schedule A</a>.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, NATIONAL ASSOCIATION, as First Lien Collateral Agent

Name: 1

Title:

PRESILEN

Schedule A

Manik	Application No.	Registration No.
NOMA	74255730	1789127
NOMA	74693524	2062573
NOMA EXPRESSIONS	73790827	1564321
NOMA	73313975	1220515
NOMA	73540578	1418887
NOMA PATIO	73313784	1218037

**RECORDED: 11/24/2009**