

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NORDAM GROUP, INC.		01/16/2010	CORPORATION: DELAWARE
TNG DISC, INC.		01/16/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	800 Fifth Avenue, Floor 17		
Internal Address:	Mail Code: WA1-501-17-32		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	981531	NORDAM	
Registration Number:	1183676	DURALAM	
Registration Number:	1219412	A TRADITION OF EXCELLENCE	
Registration Number:	1255546	NORDAM	
Registration Number:	1255993	NORDAM A TRADITION OF EXCELLENCE	
Registration Number:	1576830	A TRADITION OF PERFORMANCE	
Registration Number:	1609010	DIAMOND BRITE ACRYLIC	
Registration Number:	1652424	NORDEX	
Registration Number:	1698042	PRISM	
Registration Number:	1815804	WEATHERMASTER	
Registration Number:	1834544	NORSTAR	
Registration Number:	1985457	NORCOAT	

900154825

TRADEMARK
REEL: 004150 FRAME: 0135

CH \$390.00 981531

Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	2705484	NORTECH
Registration Number:	3086564	ULTRA IMAGE

CORRESPONDENCE DATA

Fax Number: (214)745-5390

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

Phone: 2147455226

Email: awalker@winstead.com

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P.O. Box 50784

Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:	9766-1394 NORDAM/BOA
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NAME OF SUBMITTER:	Andrea Walker
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Signature:	/Andrea Walker/
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Date:	02/16/2010
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Total Attachments: 9

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THIRD AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT
OF TRADEMARKS

THIS THIRD AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 16, 2010, among THE NORDAM GROUP, INC., a Delaware corporation ("Borrower"); each of the Subsidiaries party hereto (the "Subsidiaries" and together with the Borrower, the "Debtors"); and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), as Collateral Agent for the Secured Parties (as defined in the Security Agreement [hereinafter defined]) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

RECITALS:

A. Borrower, the lenders party thereto and Bank of America, as Administrative Agent, are parties to that certain Third Amended and Restated Credit Agreement dated as of December 20, 2007, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of November 19, 2008 and the Second Amendment (hereinafter defined) (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the Lenders and the Swing Line Lender may from time to time hereafter extend credit to Borrower pursuant to letters of credit, swing line loans and revolving credit loans, the indebtedness pursuant to such loans being evidenced by promissory notes payable to the order of each Lender and Swing Line Lender (the "Bank Notes"). All capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth in the Credit Agreement.

B. Borrower, the Lenders, the Swing Line Lender and Bank of America, as Administrative Agent, entered into that certain Second Amendment to Third Amended and Restated Credit Agreement dated as of November 16, 2009 (the "Second Amendment").

C. Borrower and the institutional investors identified in the Intercreditor Agreement (hereinafter defined) as "Institutional Note Holders" (collectively, together with any other holders from time to time of the hereinafter described Institutional Notes and their successors and assigns, the "Institutional Note Holders") have entered into a Restated Note and Master Shelf Agreement dated as of May 18, 2001 (as the same may be amended, modified, supplemented or restated from time to time, the "Institutional Note Agreement"), restating into a single document a Note Agreement dated as of August 27, 1997 by and between Borrower and The Prudential Insurance Company of America ("Prudential") and a Note Agreement dated as of July 12, 1999 by and between the Borrower and Prudential. Pursuant to such predecessor Note Agreements, the Borrower previously issued and sold to certain Institutional Note Holders (i) the Borrower's 7.18% Senior Notes due August 27, 2010, in the original aggregate principal amount of \$50,000,000 (including any notes delivered in substitution or exchange therefor, the "1997 Notes"), and (ii) the Borrower's 7.74% Senior Notes due July 12, 2012, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "1999 Notes"). Pursuant to the Institutional Note Agreement, the Borrower (i)

previously issued and sold to certain Institutional Note Holders the Borrower's 7.51% Senior Notes due May 18, 2014, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "2001 Notes") and (ii) subject to the prior written approval of the Required Lenders and the Administrative Agent and an amendment to the Credit Agreement, may from time to time hereafter issue and sell to Prudential and/or Prudential Affiliates (as defined in the Institutional Note Agreement) additional Senior Notes of the Borrower in an aggregate additional principal amount of up to \$30,000,000 (including any notes delivered in substitution or exchange therefor, the "Future Shelf Notes" and together with the 1997 Notes, the 1999 Notes and the 2001 Notes, the "Institutional Notes"). The parties to the Institutional Note Agreement entered into a Letter Amendment No. 10, Limited Waiver and Limited Consent thereto dated as of November 16, 2009 (the "Institutional Note Agreement Amendment").

D. In connection with the Credit Agreement and the Institutional Note Agreement, Collateral Agent and the other parties thereto entered into that certain Second Amended and Restated Intercreditor and Collateral Agency Agreement dated as of December 20, 2007 (the "Existing Intercreditor Agreement").

E. Borrower, the Subsidiaries, Collateral Agent and other Secured Parties entered into that certain Third Amended and Restated Intercreditor and Collateral Agency Agreement dated as of November 16, 2009 (such Third Amended and Restated Intercreditor and Collateral Agency Agreement, as the same may be amended supplemented or modified from time to time, being hereinafter referred to as the "Intercreditor Agreement") which Intercreditor Agreement amends and restates the Existing Intercreditor Agreement in its entirety and, among other things, sets forth certain responsibilities and obligations of the Collateral Agent and establishes among the Secured Parties their respective rights with respect to certain payments that may be received by the Collateral Agent in respect of the Collateral (as defined in the Security Agreement).

F. In connection with the Credit Agreement, Debtors and Collateral Agent entered into that certain Second Amended and Restated Security Agreement, dated as of December 20, 2007 (such Second Amended and Restated Security Agreement, as the same has been and may be from time to time be amended, supplemented, modified, restated, amended and restated, or otherwise modified or changed, being hereinafter referred to as the "Security Agreement") pursuant to which Debtors have granted to Collateral Agent a lien on and security interest in the rights that Debtors have in certain collateral described therein, including the rights that Debtors have in the trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, now or hereafter owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby as security for the Secured Obligations (as defined in the Security Agreement), it being understood and agreed that (i) a reference to "the rights that Debtors have," to "a Debtor's rights," or the like means only each Debtor's entire right, title, and interest in each item of Collateral covered by this Assignment, as such right, title, and interest is subject to Permitted Licenses (as defined in the Security Agreement) and (ii) each lien on and security interest in such item of Collateral shall at all times be subject to such Permitted Licenses.

G. It is a requirement under that certain Post Closing Letter Agreement, dated as of November 16, 2009, that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Collateral Agent for the pro rata benefit of the Secured Parties to the extent provided in the Intercreditor Agreement, as security for the payment and performance of the Secured Obligations, in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby; provided, however, that the assignment(s) and security interest(s) described in this Section 1 shall at all times be subject to Permitted Licenses.

2. At such time as all of Secured Obligations have been indefeasibly paid and performed in full and no Secured Party shall have any commitment or obligations to make advances, lend or otherwise extend credit under any facility, and all Letters of Credit have expired or terminated, the Collateral Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made by such Debtor and that it has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks, except as expressly permitted by the Security Agreement.


4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Collateral Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Collateral Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Collateral Agent is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks (other than obligations which may arise upon the exercise of remedies permitted to be taken by the Collateral Agent pursuant to Section 4.7 of the Security Agreement).

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.


DEBTORS:

THE NORDAM GROUP, INC.,
a Delaware corporation

By: 
Name: Tory Baker
Title: Vice President and Chief Financial Officer

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker
Organizational Identification Number: 0836501

TNG DISC, INC.,
a Delaware corporation

By: 
Name: Tory Baker
Title: Treasurer

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker
Organizational Identification Number: 4561288

COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Tiffany Shin

Title: Assistant Vice President

Address: Bank of America, N.A.
Agency Management
800 Fifth Avenue, Floor 17
Mail Code: WA1-501-17-32
Seattle, WA 98104

Fax No.: 415-343-0561

Phone No.: 206-358-0078

Attn.: Tiffany Shin
Assistant Vice President

THE STATE OF Oklahoma §
COUNTY OF Tulsa §

Before me Sandra Chappel on this day personally appeared Tory Baker, Vice President and Chief Financial Officer of THE NORDAM GROUP, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 15 day of January, 2010.

[S E A L] SANDRA G. CHAPPEL
NOTARY PUBLIC, STATE OF OKLAHOMA
#03000823
QUALIFIED IN TULSA COUNTY
MY COMMISSION EXPIRES, 02-11-2011

Sandra G. Chappel
Notary Public - State of Okla.

My Commission Expires:

2/11/2011

Sandra G. Chappel
Printed Name of Notary Public

THE STATE OF Oklahoma §
COUNTY OF Tulsa §

Before me Sandra Chappel on this day personally appeared Tory Baker, Treasurer of TNG DISC, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 15 day of January, 2010.

[S E A L] SANDRA G. CHAPPEL
NOTARY PUBLIC, STATE OF OKLAHOMA
#03000823
QUALIFIED IN TULSA COUNTY
MY COMMISSION EXPIRES, 02-11-2011

Sandra G. Chappel
Notary Public - State of Okla.

My Commission Expires:

2/11/2011

Sandra G. Chappel
Printed Name of Notary Public

THE STATE OF WASHINGTON §

COUNTY OF KING §

Before me Yvonne M. Thomas on this day personally appeared Tiffany Shin, Assistant Vice President, of BANK OF AMERICA, N.A., a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal this 12th day of January, 2010.

[S E A L]

Yvonne M. Thomas
Notary Public – State of Washington

My Commission Expires:

6/27/2013

Yvonne M. Thomas

Printed Name of Notary Public

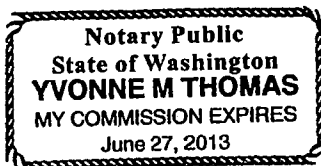


EXHIBIT "A"
To
THIRD AMENDED AND RESTATED SECURITY INTEREST
ASSIGNMENT OF TRADEMARKS

Nature of Interest (e.g., owner licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
Owner	DIAMOND BRITE ACRYLIC	75,756	3/22/1997	Israel
Owner	DIAMOND BRITE ACRYLIC	382586	5/27/1991	Switzerland
Owner	NORDAM & Design	981,531	4/2/1974	United States
Owner	DURALAM	1,183,676	12/29/1981	United States
Owner	A TRADITION OF EXCELLENCE	1,219,412	12/7/1982	United States
Owner	NORDAM	1,255,546	10/25/1983	United States
Owner	NORDAM A TRADITION OF EXCELLENCE & Design	1,255,993	11/1/1983	United States
Owner	A TRADITION OF PERFORMANCE	1,576,830	1/9/1990	United States
Owner	DIAMOND BRITE ACRYLIC & Design	1,609,010	8/7/1990	United States
Owner	NORDEX	1,652,424	7/30/1991	United States
Owner	PRISM	1,698,042	6/30/1992	United States
Owner	WEATHERMASTER	1,815,804	1/11/1994	United States
Owner	NORSTAR	1,834,544	5/3/1994	United States
Owner	NORCOAT	1,985,457	8/22/2001	United States
Owner	INTEGRATED INTERIOR SOLUTIONS	2,356,978	6/13/2000	United States
Owner	NORTECH	2,705,484	4/8/2003	United States
Owner	NORTECH	002635217	5/03/2000	European Union
Owner	ULTRA IMAGE	3086564	4/25/2006	United States

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