

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
Nucap Industries Inc.		10/27/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	40 Dundas Street West
Internal Address:	5th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5G 2C2
Entity Type:	a Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3710583	NU-LOK
Registration Number:	3754766	NRS THERMOSAFE TECHNOLOGY
Registration Number:	3754765	THERMOSAFE
Registration Number:	3584501	NRS MAXX SOLID PLATE TECHNOLOGY
Registration Number:	3010725	NRS MAXX
Registration Number:	2533659	NRS
Registration Number:	2338008	NUCAP
Registration Number:	2337317	N NUCAP
Serial Number:	77300307	NRS ANTI-DELAMINATION TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780

900175072

**TRADEMARK
 REEL: 004305 FRAME: 0186**

OP \$240.00 3710583

Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Division, Ste. 400
Address Line 4: Ann Arbor, MICHIGAN 48104

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Angela Alvarez Sujek
--------------------	----------------------

Signature:	/Angela Alvarez Sujek/
------------	------------------------

Date:	10/27/2010
-------	------------

Total Attachments: 6
source=Nucap Trademark Security Agreement#page1.tif
source=Nucap Trademark Security Agreement#page2.tif
source=Nucap Trademark Security Agreement#page3.tif
source=Nucap Trademark Security Agreement#page4.tif
source=Nucap Trademark Security Agreement#page5.tif
source=Nucap Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 27, 2010, between NUCAP INDUSTRIES INC. (the "Debtor") and CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, the Debtor, Nucap US Holding Co. L.P., as U.S. borrower (the "U.S. Borrower") and together with the Debtor, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), amongst others, have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as such agreement may be amended, supplemented, restated or replaced from time to time, the "Credit Agreement");

B. WHEREAS, as required pursuant to the Credit Agreement, the Debtor has granted a lien over all of its assets in support of the obligations under the Credit Agreement and the related Loan Documents pursuant to the terms of that certain U.S. Security Agreement (as amended, restated or otherwise modified, the "Security Agreement") dated as of November 19, 2009 entered into by each of the Persons identified under the caption "DEBTORS" on the signature pages thereto and any other Person which thereafter signs a Supplement thereto, and the Administrative Agent; and

C. WHEREAS, the Debtor is required to execute and deliver this Agreement under the terms and conditions of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to make Loans available to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the prompt and complete payment and performance when due of all of the Secured Liabilities, Debtor does hereby assign to the Secured Party and grant to the Secured Party a continuing security interest in and to all of Debtor's right, title and interest in and to the following (collectively, the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all (a) trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to

Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), in each case which is listed on *Schedule 1.1* attached hereto and made a part hereof, and (b) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a) and (c); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark or trademark registration, which is listed on *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the payment and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Choice of Law. This Agreement shall be construed in accordance with and governed by the Laws of the State of New York without regard to principles of conflict of Laws which would require the application of the Laws of another state. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

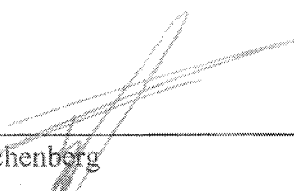
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

NUCAP INDUSTRIES INC.

By: 
Vince Butera

Its: Chief Executive Officer

By: 
David Weichenberg


Its: President

SECURED PARTY:

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Administrative Agent

By: _____

Its: _____


Andrew Currie
Authorized Signatory

SCHEDULE 1.1

TRADEMARK COLLATERAL

<u>Debtor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
Nucap Industries Inc. (in the United States)	NU-LOK	3710583	November 10, 2009	78/711581	September 13, 2005	Registered
	NRS THERMOSAFE TECHNOLOGY	3754766	March 2, 2010	78/470372	August 19, 2004	Registered
	THERMOSAFE	3754765	March 2, 2010	78/470285	August 19, 2004	Registered
	NRS MAXX SOLID PLATE TECHNOLOGY	3584501	March 3, 2009	78/379254	March 5, 2004	Registered
	NRS MAXX	3010725	November 1, 2005	78/379248	March 5, 2004	Registered
	NRS	2533659	January 29, 2002	76/038962	May 2, 2000	Registered
	NUCAP	2338008	April 4, 2000	75/630849	January 29, 1999	Registered
	N NUCAP & DESIGN	2337317	April 4, 2000	75/482324	May 8, 1998	Registered
	NRS ANTI-DELAMINATION TECHNOLOGY			77/300307	October 10, 2007	Pending
	CIRCLE V SAFETY GRIP		Abandoned January 18, 2000	75/591601	November 19, 1998	Abandoned
	SPRING-LOC		Abandoned November 14, 2005	78/378752	March 4, 2004	Abandoned
	CLICK-ON SHIMS		Abandoned March 28, 2005	78/378731	March 4, 2004	Abandoned
	CIRCLE V SAFETYGRIP & DESIGN		Abandoned January 18, 2000	75/591600	November 19, 1998	Abandoned

7371097.1