

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 |
|---------------------------|----------|----------------|-------------------------------------|
| Nielsen & Bainbridge, LLC | | 04/12/2011 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | PNC Bank, National Association |
| Street Address: | 500 First Avenue, 4th Floor |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15219 |
| Entity Type: | national banking association: UNKNOWN |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 3405913 | ADALIA |
| Registration Number: | 2553801 | ALPHALINEN |
| Registration Number: | 1153919 | ALPHAMAT |
| Registration Number: | 1153917 | ALPHAMOUNT |
| Registration Number: | 1236235 | ALPHARAG |
| Registration Number: | 3082293 | ARCHIVART |
| Registration Number: | 2548281 | ARTCARE ALPHALINEN |
| Registration Number: | 3043706 | ARTCARE LIFETIME |
| Registration Number: | 3033604 | ARTCARE PHOTOLIFE |
| Registration Number: | 3174628 | ASTI |
| Registration Number: | 1016848 | BAINBRIDGE |
| Registration Number: | 2947682 | BEVELACCENTS |
| Registration Number: | 2340194 | CANTERBURY MATBOARD |
| Registration Number: | 3021530 | CANYON |

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|----------------------|----------|--------------------|
| Registration Number: | 3021550 | CIRCA |
| Registration Number: | 1439185 | COLORWAVE |
| Registration Number: | 3405911 | CORUM |
| Registration Number: | 2587304 | CRAFT TAC |
| Registration Number: | 3548032 | ECOCARE |
| Registration Number: | 1085803 | FRAMEKIT |
| Registration Number: | 3275836 | MONCADA |
| Registration Number: | 3033877 | NATURAL ELEMENTS |
| Registration Number: | 1305935 | NIELSEN |
| Registration Number: | 2566900 | NIELSEN BAINBRIDGE |
| Registration Number: | 3405908 | NOCTURNE |
| Registration Number: | 2222717 | NOVACORE |
| Registration Number: | 3174619 | ONDA |
| Registration Number: | 3230292 | PALLADIO |
| Registration Number: | 1653107 | REFLECTIONS |
| Registration Number: | 3273844 | RESTORE |
| Registration Number: | 3142727 | SALON |
| Registration Number: | 2886362 | SPEEDMOUNT |
| Registration Number: | 1706662 | STUDIOTAC |
| Registration Number: | 1612958 | THERMALCOR |
| Registration Number: | 1665865 | WATERCOLORS |
| Serial Number: | 76688294 | ARTFRAMED |
| Serial Number: | 77829456 | RADIANTS |

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-586-7024
Email: dawnbrown@jonesday.com
Correspondent Name: Dawn A. Brown/JONES DAY
Address Line 1: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 879047-121038/DAB |
| NAME OF SUBMITTER: | Dawn A. Brown |
| Signature: | /Dawn A. Brown/ |

04/13/2011

Total Attachments: 7

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ACKNOWLEDGMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS ACKNOWLEDGMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of April [12], 2011 (this "*Acknowledgment and Amendment*", by and between, **NIELSEN & BAINBRIDGE, LLC**, a Delaware limited liability company (the "*Assignor*" or the "*US Borrower*"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, successor to National City Bank, as Collateral Agent for the benefits of the Secured Creditors referred to below (herein, together with its successors and assigns in such capacity, the "*Collateral Agent*"):

PRELIMINARY STATEMENTS:

- (1) The Assignor is a party to a certain Trademark Security Agreement, dated as of May 25, 2006, with the Collateral Agent (the "*Existing Trademark Security Agreement*"; with the terms defined therein, or the definitions of which are incorporated therein, being used herein as so defined) in connection with a certain Credit Agreement dated May 25, 2006, by and among N&B Industries, Inc., a Delaware corporation ("*Holdings*"), the Assignor, W&B Marketing, Inc., a California corporation, Nurre Caxton Company, a Florida corporation, Nielsen & Bainbridge Canada Holdings, Inc., a Delaware corporation, Nielsen & Bainbridge Germany GmbH, a company organized under the laws of Germany (the "*German Borrower*", and, together with the Assignor, collectively, the "*Borrowers*" and, individually each a "*Borrower*"), the financial institutions named as lenders therein, and PNC Bank, National Association, successor to National City Bank, as the Administrative Agent for the Lenders under the Credit Agreement (as amended, restated, supplemented or modified prior to the date hereof, the "*Existing Credit Agreement*").
- (2) This Acknowledgment and Amendment is made pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (herein, as further amended or otherwise modified, restated or replaced from time to time, the "*Credit Agreement*"), among Holdings, the Borrowers, the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such lenders and "Lenders", the "*Lenders*"), the Administrative Agent, and General Electric Capital Corporation, as Syndication Agent.
- (3) The Credit Agreement amends and restates the Existing Credit Agreement in its entirety. The Credit Agreement provides, among other things, for loans or advances or other extensions of credit to or for the benefit of the Borrowers of up to \$92,000,000. The Credit Agreement also provides that one or more Letter of Credit Issuers may issue Letters of Credit for the benefit of the US Borrower and/or any of its Subsidiaries, and that the Lenders will risk participate in such Letters of Credit.
- (4) Holdings or any of its Subsidiaries may from time to time be party to one or more Lender Hedge Agreements (as defined in the Credit Agreement). Any counterparty to Holdings or any of its Subsidiaries or Affiliates pursuant to any such Lender Hedge Agreement is referred to herein individually as a "*Designated Hedge Creditor*" and collectively as the "*Designated Hedge Creditors*".
- (5) This is made for the benefit of the Administrative Agent, the Collateral Agent, each Letter of Credit Issuer, the Lenders and the Designated Hedge Creditors (any or all of the foregoing, together with their respective successors and assigns, individually a "*Secured Creditor*" and collectively, the "*Secured Creditors*").
- (6) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Assignor shall have executed and delivered to the Collateral Agent this Acknowledgment and Amendment.
- (7) The undersigned hereby acknowledges that the Existing Trademark Security Agreement grants, and after the execution of this Acknowledgment and Amendment will continue to grant, a security interest in the Trademark Collateral to the Collateral Agent of the Trademark Collateral in the Existing Trademark Security Agreement as well as the Trademark Collateral herein added.

- (8) The undersigned hereby unconditionally and irrevocably desires to acknowledge the terms and provisions of the Existing Trademark Security Agreement and further desires to amend certain of the terms and provisions of the Existing Trademark Security Agreement, all as more fully set forth below.

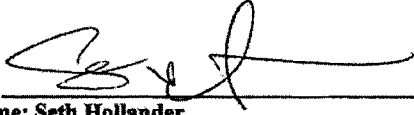
NOW, THEREFORE, the parties hereby agree as follows:

1. **Credit Documents.** The Existing Trademark Security Agreement and this Acknowledgment and Amendment are Credit Documents as such term is defined in the Credit Agreement.
2. **Additions to Schedule I.** Schedule I to the Existing Trademark Security Agreement is replaced by Schedule I hereto.
3. **References to Credit Agreement.** References to the Existing Credit Agreement referred to in the Existing Trademark Security Agreement shall mean references to the Credit Agreement.
4. **Reference to the date hereof.** References to “the Closing Date”, “the date of this Agreement” and “the date hereof” referred to in the Existing Trademark Security Agreement shall mean the Closing Date (as defined in the Credit Agreement).
5. **Representations and Warranties.** The Assignors hereby represent and warrant to the Administrative Agent, the Lenders and the other Secured Creditors that, after giving effect to this Acknowledgment and Amendment (including the references set forth in paragraphs 3 and 4 above and the updated Annexes), (a) no Default or Event of Default exists under the Credit Agreement or any of the other Credit Documents and (b) all of the representations and warranties set forth in the Existing Trademark Security Agreement are true and correct on and as of the date hereof.
6. **Ratifications.** The terms and provisions set forth in this Acknowledgment and Amendment shall modify and supercede all inconsistent terms and provisions set forth in the Existing Trademark Security Agreement, and except as expressly modified and superceded by this Acknowledgment and Amendment, the terms and provisions of the Existing Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect in connection with the Credit Agreement. This Acknowledgment and Amendment amends the Existing Trademark Security Agreement as provided herein. The execution of this Agreement shall not constitute a novation of any obligations, liabilities or indebtedness existing under the Existing Trademark Security Agreement, which obligations, liabilities and indebtedness shall remain outstanding and shall be governed by the terms of the Existing Trademark Security Agreement as amended by this Acknowledgment and Amendment.

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

NIELSEN & BAINBRIDGE, LLC

By: 
Name: Seth Hollander
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: John W. Thompson
Title: Senior Vice President

Signature Page to Acknowledgment and Amendment to Trademark Security Agreement


TRADEMARK
REEL: 004520 FRAME: 0907

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

NIELSEN & BAINBRIDGE, LLC

By: _____
Name: Seth Hollander
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: John W. Thompson
Title: Senior Vice President

Signature Page to Acknowledgment and Amendment to Trademark Security Agreement

TRADEMARK
REEL: 004520 FRAME: 0908

Schedule 1


to Acknowledgement and Amendment to Trademark Security Agreement

Registered Trademarks

| No. | Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Owner |
|-----|--|------------|----------------------------------|--------------------------------|------------|---------------------------|
| 1. | ADALIA ADALIA | US Federal | 76-654190 January 25, 2006 | 3,405,913 April 1, 2008 | Registered | Nielsen & Bainbridge, LLC |
| 2. | ALPHALINEN | US Federal | 76-011870 March 29, 2000 | 2,553,801 March 26, 2002 | Registered | Nielsen & Bainbridge, LLC |
| 3. | ALPHAMAT | US Federal | 73/231,417 September 14, 1979 | 1,153,919 May 12, 1981 | Registered | Nielsen & Bainbridge, LLC |
| 4. | ALPHAMOUNT | US Federal | 73/231,312 September 14, 1979 | 1,153,917 May 12, 1981 | Registered | Nielsen & Bainbridge, LLC |
| 5. | ALPHARAG | US Federal | 73/327,886 September 14, 1981 | 1,236,235 May 3, 1883 | Registered | Nielsen & Bainbridge, LLC |
| 6. | ARCHIVART ARCHIVART | US Federal | 78-611653 April 19, 2005 | 3,082,293 April 18, 2006 | Registered | Nielsen & Bainbridge, LLC |
| 7. | ARTCARE ALPHALINEN | US Federal | 76-012663 March 29, 2000 | 2,548,281 March 12, 2002 | Registered | Nielsen & Bainbridge, LLC |
| 8. | ARTCARE LIFETIME ARTCARE LIFETIME | US Federal | 76-597516 June 14, 2004 | 3,043,706 January 17, 2006 | Registered | Nielsen & Bainbridge, LLC |
| 9. | ARTCARE PHOTOLIFE ARTCARE PHOTOLIFE | US Federal | 76-597228 June 14, 2004 | 3,033,604 December 27, 2005 | Registered | Nielsen & Bainbridge, LLC |
| 10. | ASTI | US Federal | 76-634205 March 21, 2005 | 3,174,628 November 21, 2006 | Registered | Nielsen & Bainbridge, LLC |
| 11. | BAINBRIDGE | US Federal | 73/017,565 April 1, 1974 | 1,016,848 July 29, 1975 | Registered | Nielsen & Bainbridge, LLC |
| 12. | BEVELACCENTS | US Federal | 78-232515 April 1, 2003 | 2,947,682 May 10, 2005 | Registered | Nielsen & Bainbridge, LLC |
| 13. | CANTERBURY MATBOARD | US Federal | 75-554156 September 15, 1998 | 2,340,194 April 11, 2000 | Registered | Nielsen & Bainbridge, LLC |
| 14. | CANYON CANYON | US Federal | 76-578316 February 27, 2004 | 3,021,530 November 29, 2005 | Registered | Nielsen & Bainbridge, LLC |
| 15. | CIRCA CIRCA | US Federal | 76-582592 March 24, 2004 | 3,021,550 November 29, 2005 | Registered | Nielsen & Bainbridge, LLC |
| 16. | COLORWAVE | US Federal | 73-621614 September 19, 1986 | 1,439,185 May 12, 1987 | Registered | Nielsen & Bainbridge, LLC |
| 17. | CORUM CORUM | US Federal | 76-653890 January 25, 2006 | 3,405,911 April 1, 2008 | Registered | Nielsen & Bainbridge, LLC |
| 18. | CRAFT TAC | US Federal | 76-041722 May 8, 2000 | 2,587,304 July 2, 2002 | Registered | Nielsen & Bainbridge, LLC |
| 19. | ECOCARE ECOCARE | US Federal | 77-369505 January 11, 2008 | 3,548,032 December 16, 2008 | Registered | Nielsen & Bainbridge, LLC |

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| 20. | FRAMEKIT | US Federal | 73/088,030 May 21, 1976 | 1,085,803 February 14, 1978 | Registered | Nielsen & Bainbridge, LLC |
| 21. | MONCADA MONCADA | US Federal | 76-628533 January 11, 2005 | 3,275,836 August 7, 2007 | Registered | Nielsen & Bainbridge, LLC |
| 22. | NATURAL ELEMENTS NATURAL ELEMENTS | US Federal | 76-617896 October 25, 2004 | 3,033,877 December 27, 2005 | Registered | Nielsen & Bainbridge, LLC |
| 23. | NIELSEN Stylized | US Federal | 73/412,561 February 7, 1983 | 1,305,935 November 20, 1984 | Registered | Nielsen & Bainbridge, LLC |
| 24. | NIELSEN BAINBRIDGE and Design NielsenBainbridge | US Federal | 76-130587 September 19, 2000 | 2,566,900 May 7, 2002 | Registered | Nielsen & Bainbridge, LLC |
| 25. | NOCTURNE NOCTURNE | US Federal | 76-649621 November 1, 2005 | 3,405,908 April 1, 2008 | Registered | Nielsen & Bainbridge, LLC |
| 26. | NOVACORE | US Federal | 75/409,563 December 22, 1997 | 2,222,717 February 9, 1999 | Registered | Nielsen & Bainbridge, LLC |
| 27. | ONDA ONDA | US Federal | 76-631612 February 14, 2005 | 3,174,619 November 21, 2006 | Registered | Nielsen & Bainbridge, LLC |
| 28. | PALLADIO PALLADIO | US Federal | 76-629335 January 10, 2005 | 3,230,292 April 17, 2007 | Registered | Nielsen & Bainbridge, LLC |
| 29. | REFLECTIONS | US Federal | 74/095,580 September 7, 1990 | 1,653,107 August 6, 1991 | Registered | Nielsen & Bainbridge, LLC |
| 30. | RESTORE RESTORE | US Federal | 77-022037 October 16, 2006 | 3,273,844 August 7, 2007 | Registered | Nielsen & Bainbridge LLC |
| 31. | SALON SALON | US Federal | 76-628537 January 10, 2005 | 3,142,727 September 12, 2006 | Registered | Nielsen & Bainbridge, LLC) |
| 32. | SPEEDMOUNT | US Federal | 78-232478 April 1, 2003 | 2,886,362 September 21, 2004 | Registered | Nielsen & Bainbridge, LLC |
| 33. | STUDIOTAC | US Federal | 74/139,496 February 14, 1991 | 1,706,662 August 11, 1992 | Registered | Nielsen & Bainbridge, LLC |
| 34. | THERMALCOR | US Federal | 73/792,788 April 12, 1989 | 1,612,958 September 11, 1990 | Registered | Nielsen & Bainbridge, LLC |
| 35. | WATERCOLORS | US Federal | 74/095,582 September 7, 1990 | 1,665,865 November 26, 1991 | Registered | Nielsen & Bainbridge LLC |

Pending Trademarks

| No. | Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Owner |
|-----|--|------------|---------------------------------|------------------------|---------|---------------------------|
| 1. | ARTFRAMED ARTFRAMED | US Federal | 76-688294 April 2, 2008 | | Pending | Nielsen & Bainbridge, LLC |
| 2. | RADIANTS and Design  | US Federal | 77-829456 September 18, 2009 | | Pending | Nielsen & Bainbridge LLC |