

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
NEHP Inc.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	20 West Park Street
City:	Lebanon
State/Country:	NEW HAMPSHIRE
Postal Code:	03766
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3380505	NEHP

CORRESPONDENCE DATA

Fax Number: 8028659727
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 8028622855
 Email: soneil@cslaw.us
 Correspondent Name: Carroll & Scribner, PC
 Address Line 1: 131 Church Street
 Address Line 4: Burlington, VERMONT 05401

NAME OF SUBMITTER:	Sara O'Neil
Signature:	/so/
Date:	10/11/2012

Total Attachments: 15

OP \$40.00 3380505

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 28th day of September, 2012, by and between **NEHP INC.**, a corporation formed under the laws of the state of Vermont, having a principal place of business at 340 Avenue D, Williston, VT 05495 (the "Grantor") and **RBS CITIZENS, N.A.**, a national banking association, having an office at 148 College Street, Burlington, Vermont 05401 ("Senior Lender").

BACKGROUND

Grantor and its three other affiliated companies, Sequel Industrial Products, Inc., Fab-Tech, Inc. and Composite & Metal Products USA, Inc. (collectively with Grantor, the "Companies") are party to a Senior Revolving Credit, Term Loan and Security Agreement dated May 10, 2012, amended as of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") with the Senior Lender providing for financial accommodations by Senior Lender to the Companies. In order to induce Senior Lender to execute and deliver the Loan Agreement, Grantor agrees to execute and deliver to Senior Lender for its benefit this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the mutual premises contained herein and the financial accommodations provided Companies by Senior Lender, Grantor and Senior Lender hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Vermont.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Licenses" shall mean the trademark license agreements of Grantor designated on Schedule B hereto, as any of the same may from time to time be amended, modified or supplemented.

"Permitted Liens" shall mean any lien or encumbrance permitted pursuant to Section 17(c) of the Loan Agreement.

"Proceeds" shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Grantor hereby grants to Senior Lender for its benefit a security interest in and to (a) all of Grantor's right, title and interest in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all Trademarks, including the registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Grantor's right, title and interest in, to and under the following:

(i) all Licenses, including those set forth in Schedule B hereto (as the same may be amended pursuant hereto from time to time);

(ii) all Accounts, contract rights and Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral", and is also part of the Collateral as defined in the Loan Agreement; provided that notwithstanding anything to the contrary contained herein, the Collateral shall not include, nor shall this Agreement constitute a grant of a security interest in the Excluded Assets.

3. Representations and Warranties. Grantor covenants and warrants that with respect to any Trademark material to the operation of its business:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates in any material respects the rights of any third person;

(d) To the best of Grantor's knowledge, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (Grantor has not pledged, assigned, licensed or granted registered user agreements and covenants not to sue third persons), except for the Licenses disclosed on Schedule B attached hereto and Permitted Liens;

(e) Grantor has used, and subject to Section 5 hereof, will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(f) Grantor has used, and subject to Section 5 hereof, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. New Trademarks. If, prior to the termination of this Agreement pursuant to Section 10 hereof, Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any renewal or extension of any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Grantor shall provide Senior Lender with prompt written notice thereof.

5. Covenants. Grantor covenants and agrees with Senior Lender that from and after the date of this Agreement and until this Agreement has terminated pursuant to Section 10 hereof:

(a) Further Documentation: Pledge of Instruments. At any time and from time to time, upon the written request of Senior Lender, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Senior Lender may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby, and the execution of certain assignments or grants in the form attached hereto as Exhibit II. Grantor also hereby authorizes Senior Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Grantor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall promptly notify Senior Lender if it knows of any reason or has reason to know of any ground under which this result may occur; provided, that Grantor may abandon or withdraw any application or Trademark or elect to not pay a trademark maintenance fee to the extent the Grantor determines in its reasonable business judgment that such abandonment or withdrawal or allowance of lapse of trademark through nonpayment of the maintenance fee is in the best interests of the Grantor. Grantor shall take appropriate action as Grantor determines is economically prudent for its business at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. Grantor assumes all responsibility and liability arising from the use of the Trademarks by Grantor or its licensees, and except for Senior Lender's gross negligence or willful misconduct or material breach by Senior Lender of this Agreement, Grantor hereby indemnifies and holds Senior Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Collateral. Grantor will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right (other than Permitted Liens), in or to the Collateral, and except in respect of Permitted Liens, will defend the right, title and interest of Senior Lender in and to any of Grantor's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Without Senior Lender's prior written approval (which shall not be unreasonably withheld), Grantor will not amend, modify, terminate or waive any provision of any License material to the operation of its business in any manner which materially adversely affects the value of such Collateral.

(f) Notices. Grantor will advise Senior Lender promptly, in reasonable detail, (i) of any lien or claim (other than Permitted Liens) made or asserted against any Collateral material to the operation of its business and (ii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral material to the operation of its business or on the security interests created hereunder in such Collateral.

(g) Exercise of Rights: Delivery of Notices. Grantor shall (i) exercise promptly and diligently each and every right which it may have under each License (other than any right of termination), except to the extent the failure to do so could not reasonably be expected to have a material adverse effect on such License, and (ii) deliver to Senior Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark material to the operation of its business.

6. Senior Lender's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Senior Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Senior Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Senior Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Senior Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Senior Lender or as Senior Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle,

compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Senior Lender may deem appropriate; and (F) upon foreclosure, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Senior Lender were the absolute owner thereof for all purposes, and to do, at Senior Lender's option all acts and things which Senior Lender deems necessary to protect, preserve or realize upon the Collateral and Senior Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Senior Lender may reasonably require in order to confirm this power of attorney, or which Senior Lender may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Senior Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Senior Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct or material breach of this Agreement.

(d) Notwithstanding anything to the contrary contained herein, Senior Lender agrees that it will not exercise any rights under the power of attorney provided for in this Section 6 unless an Event of Default shall have occurred and be continuing.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Senior Lender, in the form of Exhibit I hereto, four (4) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to the terms of this Agreement.

8. Performance by Senior Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Senior Lender, as provided for by the terms of this Agreement during the existence of any Event of Default, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Senior Lender incurred in connection with such performance or compliance shall be payable by Grantor to Senior Lender within thirty (30) days following written demand therefor and shall constitute Obligations secured hereby.

9. Remedies. Rights Upon Event of Default.

If any Event of Default shall occur and be continuing, Senior Lender may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, including without limitation the Loan Agreement, all rights and remedies of a secured party under the Code. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Senior Lender is entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Senior Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Senior Lender with respect to the collection of any of the Obligations and the enforcement of any of Senior Lender's respective rights hereunder.

10. Termination. At such time as the Obligations are paid in full (other than contingent indemnification obligations for which no claim has been identified) and the Loan Agreement is

terminated, this Agreement shall terminate and Senior Lender shall execute and deliver to Grantor all such releases, deeds, assignments and other instruments as may be necessary or proper to release Senior Lender's security interest in the Collateral.

11. Notices. Any notice to Senior Lender or Grantor under this Agreement shall be given in the manner and to the parties and addresses designated in the Loan Agreement.

12. No Waiver. No course of dealing between Grantor and Senior Lender, nor any failure to exercise, nor any delay in exercising, on the part of Senior Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Senior Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Senior Lender, and their respective successors and permitted assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Senior Lender.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Vermont.

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

NEHP INC.,
as Grantor

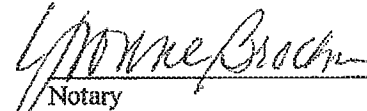
By: 

Name: Paul Frascoia
Title: Chief Executive Officer

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

A Wilmington, this 27 day of September, 2012, personally appeared Paul Frascoia, on behalf of NEHP INC., and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of NEHP INC.

Before me,


Notary
Commission expires: 02/10/15

[NEHP Trade Mark CSA Signature Page]

RBS CITIZENS, N.A.,
as Senior Lender

By: [Signature]
Name: Vernon T. Studer
Title: Senior Vice President

STATE OF NEW HAMPSHIRE
GRAFTON COUNTY, SS.

At Lebanon, this 27th day of September, 2012, personally appeared Vernon T. Studer on behalf of RBS CITIZENS, N.A., and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of RBS CITIZENS, N.A.

Before me, [Signature]
Notary
Commission expires:

SHAWN W BARRON
Notary Public, New Hampshire
My Commission Expires Dec 8, 2015

[RBS NEHP Trade Mark CSA Signature Page]

SCHEDULE A

TRADEMARKS

<u>Owner</u>	<u>Registration or Application No.</u>	<u>Country</u>	<u>Filing or Registration Date</u>	<u>Mark</u>
NEHP Inc.	3,380,505	United States	2/12/2008	NEHP

SCHEDULE B

LICENSES

Assignment and License Agreement dated October 3, 2007, by and between NEHP Inc., Adam Tarr, Engenuity, Inc. and Gerald Chabot.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF VERMONT)
) ss:
COUNTY OF CHITTENDEN)

KNOW ALL MEN BY THESE PRESENTS, that, NEHP Inc., a corporation formed under the laws of Vermont, with its principal office at 340 Avenue D, Williston, VT 05495 (the "Grantor"), pursuant to a Trademark Collateral Security Agreement by and between Grantor and Senior Lender (as defined below), dated as of September 28, 2012 (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes RBS CITIZENS, N.A., a national banking association, having a mailing address at 148 College Street, Burlington, Vermont 05401 (the "Senior Lender"), as its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. Upon the occurrence and during the continuation of an Event of Default (as defined in the Agreement), (a) to assign, sell or otherwise dispose of all right, title and interest of Grantor in and to the Trademarks listed on Schedule A of the Agreement, any other Trademarks (as defined in the Agreement) encumbered thereby, and all registrations and recordings thereof, and all pending applications therefor, (b) to record, register and file or accomplish any other formality with respect to the foregoing, and (c) to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

This power of attorney is made pursuant to the Agreement and may not be revoked until the termination of the Agreement as provided therein.

Dated: September 28, 2012

NEHP Inc.

By: _____
Name: _____
Title: President and Chief Executive Officer

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, this ___ day of September, 2012, personally appeared _____, on behalf of NEHP Inc., and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of NEHP Inc.

Before me, _____
Notary
Commission expires: 02/10/15

EXHIBIT II

TRADEMARK GRANT OF SECURITY INTEREST

WHEREAS, NEHP Inc., a corporation formed under the laws of Vermont, with a principal place of business at 340 Avenue D, Williston, VT 05495 (the "Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and its three other affiliated companies, Composite & Metal Products USA, Inc., Fab-Tech, Inc. and Sequel Industrial Products, Inc. (collectively with Grantor, the "Companies"), are party to (i) a certain Senior Revolving Credit, Term Loan and Security Agreement, dated May 10, 2012, amended as of even date herewith, with RBS Citizens, N.A. ("Senior Lender") and Grantor has also entered into (ii) a certain Trademark Collateral Security Agreement, dated September 28, 2012, made by Grantor in favor of Senior Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Senior Lender for its benefit a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor;

NOW, THEREFORE, for good and valuable consideration and the financial accommodations provided Companies by Senior Lender, the receipt of which is hereby acknowledged, Grantor hereby grants to Senior Lender for its benefit a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations (as defined in the Agreements) in accordance with the terms and provisions of the Agreements; provided that notwithstanding anything to the contrary contained herein, the security interest granted herein shall not constitute a grant of a security interest in the Excluded Assets (as defined in the Agreements).

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Grantor expressly acknowledges and affirms that the rights and remedies of Senior Lender with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: September 28, 2012

**NEHP INC.,
as Grantor**

By: _____
Name: _____
Title: President and Chief Executive Officer

**STATE OF VERMONT
CHITTENDEN COUNTY, SS.**

At _____, this ____ day of _____, 2012, personally appeared _____, on behalf of **NEHP INC.**, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of **NEHP INC.**

Before me, _____
Notary
Commission expires: 2/10/15

[NEHP Trade Mark Grant Signature Page]

RBS CITIZENS, N.A.,
as Senior Lender

By: _____
Name: Vernon T. Studer
Title: Senior Vice President

STATE OF _____
_____ COUNTY, SS.

At _____, this ___ day of _____, 2012, personally appeared Vernon T. Studer on behalf of **RBS CITIZENS, N.A.**, and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of **RBS CITIZENS, N.A.**

Before me, _____
Notary
Commission expires: _____

[RBS NEHP Trade Mark Grant Signature Page]

SCHEDULE A

<u>Owner</u>	<u>Registration or Application No.</u>	<u>Country</u>	<u>Filing or Registration Date</u>	<u>Mark</u>
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NEHP Inc.