TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interra International, Inc.		07/22/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	4th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2942307	INTERRA

CORRESPONDENCE DATA

Fax Number: (919)416-8339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919 286-8049
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	Charles L. Evans
Signature:	/Charles L. Evans/
Date:	09/13/2005

OP $40.00 2942307

Total Attachments: 4
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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of July 22, 2005 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") by and among Interra International, Inc., a Georgia corporation (the "Company"), and PNC Bank, National Association, as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the benefit of the Lenders:

TRADEMARKS

Trademark No.	Description of Trademark	Date of Trademark

See Schedule A attached hereto.

TRADEMARK APPLICATIONS

Trademark Application No.	Description of Trademark Applied For	Date of Trademark Application

See Schedule A attached hereto.

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The Company and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, INC.,
a Georgia corporation

By:_____
Name: Stephen T. Isaf
Title: Chief Executive Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:_____
Name:_____
Title:_____

The Comopany and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, INC.,
a Georgia corporation

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:_____
Name: Jason L. Mills
Title: Assistant Vice President

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Schedule A

Interra International, Inc.
(Georgia corporation)

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
INTERRA	2942307	4/19/05

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