

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
NGIMAT CO.		01/31/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	NORO-MOSELEY PARTNERS IV, L.P.
Street Address:	4200 Northside Parkway N.W.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	LIMITED PARTNERSHIP: GEORGIA

Name:	NORO-MOSELEY PARTNERS IV-B, L.P.
Street Address:	4200 Northside Parkway N.W.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	LIMITED PARTNERSHIP: GEORGIA

Name:	ANDREW T. HUNT
Street Address:	5315 Peachtree Industrial Blvd.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30341
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	ROY HENDERSON
Street Address:	4905 Buckline Crossing
City:	Dunwoody
State/Country:	GEORGIA
Postal Code:	30338

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Entity Type: INDIVIDUAL: UNITED STATES

Name:	DAVID SMITH
Street Address:	8955 Nesbit Lakes Drive
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30341
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78519967	NGIMAT

CORRESPONDENCE DATA

Fax Number: (404)962-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-885-3697
Email: trademarks@troutmansanders.com
Correspondent Name: Anne E. Yates
Address Line 1: 600 Peachtree Street, N.E.
Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.298
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	02/24/2006

Total Attachments: 4

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of January, 2006 by NGIMAT CO., f/k/a MICROCOATING TECHNOLOGIES, INC., a Georgia corporation ("Grantor"), in favor of NORO-MOSELEY PARTNERS IV, L.P., a Georgia limited partnership; NORO-MOSELEY PARTNERS IV-B, L.P., a Georgia limited partnership; ANDREW T. HUNT, an individual resident of Georgia; DAVID SMITH, an individual resident of Georgia; and ROY HENDERSON, an individual resident of Georgia (collectively, the "Grantees");

W I T N E S S E T H:

WHEREAS, Grantor and Grantees are entering into that certain Amended and Restated Support Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Support Agreement"), pursuant to which Grantees will make loans and other financial accommodations to or for the benefit of Grantor; and

WHEREAS, pursuant to the terms of the Support Agreement, Grantor has granted to Grantees a security interest in substantially all of the intellectual property assets of Grantor, including without limitation all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired or arising trademark applications and registrations and trademarks, service marks, trade names, trademark licenses, and trade styles (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Grantor to Grantees under the Support Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Support Agreement. The Support Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Loans and related obligations under the Support Agreement (the "Obligations"), Grantor hereby grants to Grantees, and hereby reaffirms its prior grant pursuant to the Support Agreement, of a continuing security interest in Grantor's entire right, title, and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:
 - (a) each Trademark registration and application listed on Schedule 1 annexed hereto, together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to each Grantee that:

(a) Grantor has all right, title, and interest in and to each Trademark, free and clear of any liens, charges, and encumbrances (but subject to any liens permitted under the Support Agreement);

(b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(c) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that, until the Obligations shall have been satisfied in full and the Support Agreement has been terminated, Grantor shall not, without the prior written consent of Grantees, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, except in the ordinary course of business, and Grantor further agrees that it shall not take any action and shall use commercially reasonable efforts to prevent any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Grantees under this Agreement.

5. Product Quality. Grantor agrees (i) to use commercially reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantees, upon Grantees' request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Support Agreement has been terminated, Grantor shall (i) obtain any new Trademark registrations (or file any new Trademark registration applications) of which Grantor has not previously informed Grantees, or (ii) become entitled to the benefit of any Trademark registrations, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantees prompt written notice thereof. Grantor hereby authorizes Grantees to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall, to the extent reasonably necessary in connection with the Grantor's business, (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. Grantee's Right to Sue. During the existence of an Event of Default, Grantees shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks and, if Grantees shall commence any such suit, Grantor shall, at the request of Grantees, do any and all lawful acts and execute any and all proper documents reasonably required by Grantees in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Grantees for all reasonable costs and expenses actually incurred by Grantees in the exercise of its rights under this Section 8.
9. Cumulative Remedies; Power of Attorney. Each Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Support Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantees upon the occurrence and during the continuance of an Event of Default, to make, constitute, and appoint any officer or agent of any Grantee as Grantees' may select, in their sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers, and instruments necessary or desirable for Grantees in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Grantees deem to be in the best interest of Grantees, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Support Agreement have been terminated.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

NGIMAT CO., a Georgia corporation

By: DA Smith
Name: DAVID A. SMITH
Title: CFo

EXHIBIT C

TRADEMARKS AND SERVICEMARKS OWNED BY NGIMAT

MARK	TYPE OF MARK	FILING DATE (if filed)	SERIAL NUMBER	DATE OF FIRST USE (if used)	REGISTRATION NUMBER (if registered)	REGISTRATION DATE (if registered)
nanoEngineered Materials (Stylized)	Trade/Service	--	--			
NGIMAT	Trade/Service	11/19/2004	78-519,967			

CONFIDENTIAL

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