

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
Nomacorc Holdings, LLC		06/20/2007	limited liability company: DELAWARE
Nomacorc, LLC		06/20/2007	limited liability company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Churchill Financial LLC
Street Address:	400 Park Avenue, Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	limited liability company:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75328785	NOMACORC
Registration Number:	2229629	NOMACORC
Serial Number:	77187948	N NOMACORC

CORRESPONDENCE DATA

Fax Number: (617)574-7658
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-482-1776
 Email: rklotz@goulstonstorrs.com
 Correspondent Name: Rafael Klotz, Esq.
 Address Line 1: 400 Atlantic Avenue
 Address Line 4: Boston, MASSACHUSETTS 02110-3333

ATTORNEY DOCKET NUMBER:	11357.0019-1407
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OP \$90.00 75328785

NAME OF SUBMITTER:	Rafael Klotz
Signature:	/s/ Rafael Klotz
Date:	06/27/2007
Total Attachments: 5 source=trademark agreement#page1.tif source=trademark agreement#page2.tif source=trademark agreement#page3.tif source=trademark agreement#page4.tif source=trademark agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Churchill Financial LLC ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nomacorc, LLC (the "Borrower"), Nomacorc Holdings, LLC ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and Churchill, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty, Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto (provided that no Lien or security interest shall be granted in an United States intent-to-use trademark application to the extent (and only to the extent) that

the grant of a Lien or security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty, Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty, Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty, Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

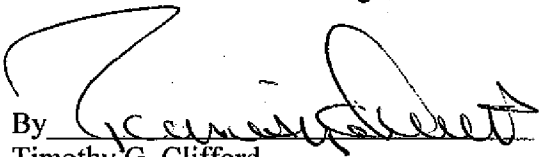
Very truly yours,

NOMACORC, LLC
NOMACORC HOLDINGS, LLC
as Grantor

By: Cindy Vice
Name: Cindy Vice
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first date above written:

CHURCHILL FINANCIAL LLC,
as Administrative Agent

By 

Timothy G. Clifford
Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARK

Trademark	Application /Registration Number	Application. /Registration Date
NOMACORC	75/328785	7/22/97
NOMACORC	2229629	3/2/99

B. TRADEMARK APPLICATIONS

Trademark Application	Serial Number	Application Date
NOMACORC logo with encircled "N"	77/187,948	5/23/07