

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NFA Corp.		07/31/2009	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	One Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1864302	TUNNEL TIE	
Registration Number:	1628324	FORM A GRIP	
Registration Number:	2614771	HOPE GLOBAL	
Registration Number:	2843366	SURE GRIP	
Registration Number:	0757826	HOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-239-0310		
<b>Email:</b>	jdavis@eapdlaw.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		

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ATTORNEY DOCKET NUMBER:	51443.0027
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	08/04/2009
Total Attachments: 5 source=NFA - Trademark Agreement#page1.tif source=NFA - Trademark Agreement#page2.tif source=NFA - Trademark Agreement#page3.tif source=NFA - Trademark Agreement#page4.tif source=NFA - Trademark Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2009 is made between NFA Corp., a Massachusetts corporation (the "Borrower"), and Bank of America, N.A. (the "Lender").

### WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to a certain Amended and Restated Loan and Security Agreement dated as of the date hereof among said parties and Hope Global of Detroit, L.L.C., a Michigan limited liability company (said Loan Agreement, as hereafter amended, supplemented and/or modified from time to time, being referred to herein as the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement the Borrower has also executed and delivered a Continuing Guaranty dated as of the date hereof in favor of the Lender (as amended, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, under the Loan Agreement, the Borrower grants a continuing security interest in substantially all of its assets to secure all of the obligations of the Borrower to the Lender, now existing or hereafter arising, including without limitation all obligations of the Borrower to the Lender under the Loan Agreement and the Guaranty;

WHEREAS, it is a condition of the Loan Agreement and the Guaranty that the Borrower execute and deliver this Agreement in order to perfect the Lender's continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to make Revolving Loans and issue Letters of Credit pursuant to the Loan Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. The Borrower hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender, and hereby grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Borrower (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos and other source or business identifiers, including, without limitation, those filed or registered items referred to in Item A of Schedule I attached hereto, and all goodwill of the business associated

therewith, now existing or hereafter adopted or acquired , whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.


Section 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NFA CORP.

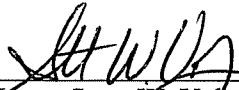
By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

*[NFA Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004037 FRAME: 0100**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.

By:   
Name: Scott W. Vokey  
Title: Senior Vice President

*[[NFA Trademark Security Agreement]]*

**TRADEMARK**  
**REEL: 004037 FRAME: 0101**

**ITEM A. TRADEMARKS**

**Registered Trademarks**

<b>Owner</b>	<b>Registered Trademark</b>	<b>Registration Number</b>	<b>Country of Registration</b>
NFA Corp.	TUNNEL TIE	1,864,302	U.S.
NFA Corp.	FORM A GRIP	1,628,324	U.S.
NFA Corp.	HOPE GLOBAL	2,614,771	U.S.
NFA Corp.	SURE GRIP	2,843,366	U.S.
NFA Corp.	HOPE	757,826	U.S.

**Pending Trademark Applications**

None.

**Trademark Applications in Preparation**

None.

**ITEM B. TRADEMARK LICENSES**

None.