OP \$320,00 59049

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Nomacorc, LLC	06/20/2007
Nomacorc Holdings, LLC	06/20/2007

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5904965
Patent Number:	6221450
Patent Number:	6221451
Patent Number:	6616997
Patent Number:	6911171
Patent Number:	6355320
Patent Number:	6733706
Application Number:	11157543

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

PATENT REEL: 019477 FRAME: 0780

500304095

lı .		
Address Line 4: Boston, MASSACHUSETTS 02110-3333		
ATTORNEY DOCKET NUMBER:	11357.0019-1407	
NAME OF SUBMITTER:	Rafael Klotz	
Total Attachments: 5		
source=patent agreement#page1.tif		
source=patent agreement#page2.tif		
source=patent agreement#page3.tif		
source=patent agreement#page4.tif		
source=patent agreement#page5.tif		

PATENT REEL: 019477 FRAME: 0781

PATENT SECURITY AGREEMENT

THIS PATENT 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, LCC ("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 Patent 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. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.
- Section 2. Grant of Security Interest in Patent 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 "Patent Collateral")
- (a) all of its Patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

1

- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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 Patent 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 Patent 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 Patent 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:

Name: Cindy Vice Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT

REEL: 019477 FRAME: 0784

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

CHURCHILL FINANCIAL LLC, as Administrative Agent

Timothy G. Clifford

Managing Director

REEL: 019477 FRAME: 0785

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

Patent Title	Patent No.	Issue Date
SYNTHETIC CLOSURE	5904965	5/18/99
SYNTHETIC CLOSURE	6221450	4/24/01
SYNTHETIC CLOSURE	6221451	4/24/01
SYNTHETIC CLOSURE	6616997	9/9/03
SYNTHETIC CLOSURE	6911171	6/28/05
SYNTHETIC CLOSURE AND MANUFACTURING PROCESS THEREOF	6355320	3/12/02
SYNTHETIC CLOSURE AND MANUFACTURING PROCESS THEREOF	6733706	5/11/04

B. PATENT APPLICATIONS

Patent Title	Publication No.	Publication Date	App. No.//App. Date
SYNTHETIC CLOSURE	20060006132	1/12/06	11/157543
BINITIE IIC CLOSORE	20000000132		6/21/05

5

GSDOCS\1737578

REEL: 019477 FRAME: 0786

RECORDED: 06/27/2007