

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
THE NORDAM GROUP, INC.		03/04/2013	CORPORATION: DELAWARE
TNG DISC, INC.		03/04/2013	CORPORATION: DELAWARE
NACELLE MANUFACTURING 1 LLC		03/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
NACELLE MANUFACTURING 23 LLC		03/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	110 W. 7TH ST., FLOOR 17
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74119
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	981531	NORDAM
Registration Number:	1183676	DURALAM
Registration Number:	1219412	A TRADITION OF EXCELLENCE
Registration Number:	1255546	NORDAM
Registration Number:	1255993	NORDAM A TRADITION OF EXCELLENCE
Registration Number:	1652424	NORDEX
Registration Number:	1698042	PRISM
Registration Number:	1815804	WEATHERMASTER
Registration Number:	1834544	NORSTAR
Registration Number:	1985457	NORCOAT

OP \$340.00 981531

Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	2705484	NORTECH
Registration Number:	3086564	ULTRA IMAGE

CORRESPONDENCE DATA

Fax Number: 9185868688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 918-586-5714
Email: gbetow@cwlaw.com
Correspondent Name: Gary L. Betow
Address Line 1: 4000 One Williams Center
Address Line 4: Tulsa, OKLAHOMA 74172

ATTORNEY DOCKET NUMBER:	11843-19 JPMCB-NORDAM
NAME OF SUBMITTER:	Gary L. Betow
Signature:	/Gary L. Betow/
Date:	03/11/2013

Total Attachments: 10
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FOURTH AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF
TRADEMARKS

THIS FOURTH AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of March 4, 2013, among THE NORDAM GROUP, INC., a Delaware corporation ("Borrower"); each of the Subsidiaries party hereto (the "Subsidiaries" and together with the Borrower, the "Debtors"); and JPMORGAN CHASE BANK, N.A., a national banking association ("JPMCB"), as Collateral Agent for the Secured Parties (as defined in the Security Agreement [hereinafter defined]) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

RECITALS:

A. Borrower, the Lenders and JPMCB, as Administrative Agent, Swing Line Lender and L/C Issuer, are parties to that certain Fourth Amended and Restated Credit Agreement dated as of December 18, 2012 (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), pursuant to which the Lenders and the Swing Line Lender have previously extended and may from time to time hereafter extend credit to Borrower pursuant to letters of credit, swing line loans and revolving loans, the indebtedness pursuant to such loans being evidenced by promissory notes payable to the order of each Lender and Swing Line Lender. All capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth in the Credit Agreement.

B. In connection with the Credit Agreement, Debtors and Collateral Agent entered into that certain Third Amended and Restated Security Agreement, dated as of December 18, 2012 (such Third Amended and Restated Security Agreement, as the same has been and may be from time to time amended, supplemented, modified, restated, amended and restated, or otherwise modified or changed, being hereinafter referred to as the "Security Agreement"), pursuant to which Debtors have granted to Collateral Agent a lien on and security interest in the rights that Debtors have in certain collateral described therein, including the rights that Debtors have in the trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, now or hereafter owned by Debtors, or any of them, including without limitation those described on Exhibit "A" hereto (collectively, the "Trademarks"), and the goodwill represented thereby as security for the Secured Obligations (as defined in the Security Agreement), it being understood and agreed that (i) a reference to "the rights that Debtors have," or "a Debtor's rights," or the like means only each Debtor's entire right, title, and interest in each item of Collateral covered by this Assignment, as such right, title, and interest is subject to Permitted Licenses (as defined in the Security Agreement) and (ii) each lien on and security interest in such item of Collateral shall at all times be subject to such Permitted Licenses.

C. The parties hereto desire to execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office. This Assignment amends and restates that certain Third

Amended and Restated Security Interest Assignment of Trademarks, dated as of January 16, 2010 (the "Existing Assignment"), among Borrower, the Subsidiaries party thereto and Bank of America, N.A., a national banking association (the "Prior Collateral Agent"), as collateral agent for the Secured Parties (as defined in the Existing Assignment). The Prior Collateral Agent assigned its rights under the Existing Assignment to the Collateral Agent pursuant to that certain Assignment of Third Amended and Restated Security Interest Assignment of Trademarks, dated as of December 18, 2012, and recorded on January 15, 2013 in the United States Patent and Trademark Office on reel and frame number 4943/0603.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Each Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement to Collateral Agent for the pro rata benefit of the Secured Parties, as security for the payment and performance of the Secured Obligations, in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby; provided, however, that the assignment(s) and security interest(s) described in this Section 1 shall at all times be subject to Permitted Licenses.

2. At such time as all of the Secured Obligations have been indefeasibly paid and performed in full and no Secured Party shall have any commitment or obligations to make advances, lend or otherwise extend credit under any facility, and all Letters of Credit have expired or terminated, Collateral Agent shall release its security interest in each Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Each Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made by such Debtor and that it has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks, except as expressly permitted by the Security Agreement.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Collateral Agent and Debtors. This Assignment shall be binding upon Debtors and their respective successors and permitted assigns, and shall inure to the benefit of Collateral Agent and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Collateral Agent is entitled to receive all of the benefits and none of the obligations


and liabilities which may arise from the Trademarks (other than obligations which may arise upon the exercise of remedies permitted to be taken by Collateral Agent pursuant to Section 4.7 of the Security Agreement).

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

DEBTORS:

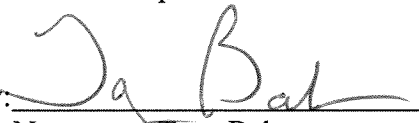
THE NORDAM GROUP, INC.,
a Delaware corporation

By: 
Name: Tory Baker
Title: Vice President and Chief Financial Officer

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker, Vice President and
Chief Financial Officer

Organizational Identification Number: 0836501

TNG DISC, INC.,
a Delaware corporation

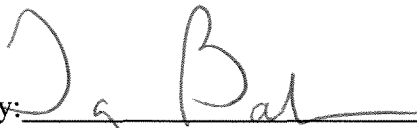
By: 
Name: Tory Baker
Title: Secretary

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker, Vice President and
Chief Financial Officer

Organizational Identification Number: 4561288

NACELLE MANUFACTURING 1 LLC,
a Delaware limited liability company

By: The NORDAM Group, Inc.,
its sole member-manager


By: 
Name: Tory Baker
Title: Vice President and Chief Financial Officer

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker, Vice President and
Chief Financial Officer

Organizational Identification Number: 5074134

NACELLE MANUFACTURING 23 LLC,
a Delaware limited liability company

By: The NORDAM Group, Inc.,
its sole member-manager


By: 
Name: Tory Baker
Title: Vice President and Chief Financial Officer

Address: 6911 North Whirlpool Drive
Tulsa, Oklahoma 74117
Fax No.: (918) 878-6861
Phone No.: (918) 878-6830
Attn: Tory Baker, Vice President and
Chief Financial Officer

Organizational Identification Number: 5074138

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Jennifer Kalvaitis
Title: Vice President

Address: JPMorgan Chase Bank, N.A.
110 W. 7th St., Floor 17
Tulsa, Oklahoma 74119
Fax No.: (918) 586-5474
Phone No.: (918) 586-5955
Attn.: Jennifer Kalvaitis, Vice President

EXHIBIT "A"
to
FOURTH AMENDED AND RESTATED SECURITY INTEREST
ASSIGNMENT OF TRADEMARKS

Registered Trademarks – The NORDAM Group, Inc.						
Nature of Interest (e.g., owner licensee)	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
Owner	NORDAM & Design	981,531		4/2/74		United States
Owner	DURALAM	1,183,676		12/29/81		United States
Owner	A TRADITION OF EXCELLENCE	1,219,412		12/7/82		United States
Owner	NORDAM	1,255,546		10/25/83		United States
Owner	NORDAM A TRADITION OF EXCELLENCE & Design	1,255,993		11/1/83		United States
Owner	NORDEX	1,652,424		7/30/91		United States
Owner	PRISM	1,698,042		6/30/92		United States
Owner	WEATHERMASTER	1,815,804		1/11/94		United States
Owner	NORSTAR	1,834,544		5/3/94		United States
Owner	NORCOAT	1,985,457		8/22/01		United States
Owner	INTEGRATED INTERIOR SOLUTIONS	2,356,978		6/13/2000		United States
Owner	NORTECH	2,705,484		4/8/03		United States
Owner	NORTECH	002635217		05/03/2000		European Union
Owner	ULTRA IMAGE	3086564		04/25/06		United States