

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
Neuville Industries		08/29/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78976219	MEDIPEDS
Serial Number:	78662000	PEDTIME STORIES
Serial Number:	78792787	
Serial Number:	78976218	MEDIPEDS
Serial Number:	78799227	PEDS ON THE MOVE SOCKS
Serial Number:	78792793	GREEN FEET

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-420-5527
 Email: rbirdwell@phrd.com
 Correspondent Name: PHR&D -- Rhonda J. Birdwell, Paralegal
 Address Line 1: 285 Peachtree Center Avenue

CH \$165.00 78976219

Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	INTERNATIONAL LEGWEAR
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	08/31/2006

Total Attachments: 5
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August 29, 2006

Bank of America, N.A.
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Re: First Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Neuville Industries, Inc., a North Carolina corporation ("Company"), and Bank of America, N.A., as agent for itself and various lenders ("Lenders") from time to time party to the Loan Agreement (as defined below) (in such capacity, together with its successors in such capacity, "Agent"), dated April 4, 2005 (as at any time amended, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Loan and Security Agreement dated April 4, 2005 (as at any time amended, the "Loan Agreement"), among Agent, Lenders, Company, International Legware Group, Inc. ("ILG", together with Company, the "Borrowers").

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Schedule A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Schedule A-1 as provided below.

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or a copy of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lender of all of the Obligations and all of Borrowers' indebtedness, obligations and liabilities under the Loan Agreement, Company hereby pledges and repledges, grants and regrants, and assigns and reassigns to Agent, for its benefit and the benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired: (a) all trademarks,

trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 (the "Additional Trademark Collateral"), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks"); (b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and (c) all proceeds of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that the Additional Trademark Collateral is in all aspects free and clear of any encumbrances other than Permitted Liens;

(c) that, to Company's knowledge, the validity of the Additional Trademark Collateral has never been questioned; and

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's and Lenders' rights hereunder.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto. This letter agreement is intended to take effect as an instrument executed under seal under Georgia law.

[Remainder of page intentionally left blank]

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

NEUVILLE INDUSTRIES, INC.
("Company")

ATTEST:

Kathy R. Willis
Kathy R. Willis, Corporate Secretary

By: *Shannon Kennedy*
Shannon Kennedy, Chief Executive Officer

[CORPORATE SEAL]

Accepted and agreed to this
29th day of August, 2006:

BANK OF AMERICA, N.A. ("Agent")

By: *A. Glenn Little*
Name: H. Glenn Little
Title: S. V. P.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

NEUVILLE INDUSTRIES, INC.
("Company")

ATTEST:

Kathy R. Willis, Corporate Secretary

[CORPORATE SEAL]

By: _____
Shannon Kennedy, Chief Executive Officer

Accepted and agreed to this
29th day of August, 2006:

BANK OF AMERICA, N.A. ("Agent")

By: *H. Glenn Little*
Name: H. Glenn Little
Title: S. V. P.

SCHEDULE A-1

United States Trademark Applications

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>File Date</u>
MEDIPEDS	78976219	05-14-2004
PEDTIME STORIES	78662000	06-30-2005
<i>[Stylized Drawing]</i>	78792787	01-17-2006
MEDIPEDS	78976218	05-14-2004
PEDS ON THE MOVE SOCKS	78799227	01-25-2006
GREEN FEET	78792793	01-17-2006