

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE NORDAM GROUP, INC.		12/20/2007	CORPORATION: DELAWARE
NORDAM TRANSPARENCY DIVISION OF TEXAS, INC.		12/20/2007	CORPORATION: OKLAHOMA
TNG JET ROTABLES, INC.		12/20/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	231 South LaSalle Street
<b>Internal Address:</b>	Mail Code IL1-231-10-41
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60697
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

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:	1576830	A TRADITION OF PERFORMANCE
Registration Number:	1609010	DIAMOND BRITE ACRYLIC
Registration Number:	1652424	NORDEX
Registration Number:	1698042	PRISM
Registration Number:	1815804	WEATHERMASTER
Registration Number:	1834544	NORSTAR

OP \$440.00 981531

Registration Number:	1985457	NORCOAT
Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	2442329	NORTRAK
Registration Number:	2705484	NORTECH
Registration Number:	2711376	RADOME TO TAILCONE SOLUTIONS
Registration Number:	3086564	ULTRA IMAGE

**CORRESPONDENCE DATA**

Fax Number: (214)745-5390  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-745-5226  
Email: awalker@winstead.com  
Correspondent Name: Andrea Walker, Winstead PC  
Address Line 1: P.O. Box 50784  
Address Line 4: DALLAS, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:	25690-720 BOA/NORDAM
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	01/03/2008

**Total Attachments: 11**  
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SECOND AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT  
OF TRADEMARKS

THIS SECOND AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 20, 2007, 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 BANK OF AMERICA, N.A., a national banking association ("Bank of America"), 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 party thereto and Bank of America, as Administrative Agent, are parties to that certain Second Amended and Restated Credit Agreement dated as of June 20, 2005, as amended by that certain First Amendment and Waiver to Second Amended and Restated Credit Agreement dated as of September 28, 2006, that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of October 30, 2006, and that certain Third Amendment and Commitment Increase Agreement dated as of August 13, 2007 (such Second Amended and Restated Credit Agreement, as amended, the "Existing Credit Agreement").

B. Borrower, the Lenders, the Swing Line Lender and Bank of America, as Administrative Agent are entering into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (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 may from time to time hereafter extend credit to Borrower pursuant to letters of credit, swing line loans and revolving credit loans, the indebtedness pursuant to such loans being evidenced by promissory notes payable to the order of each Lender and Swing Line Lender (the "Bank Notes"). All capitalized terms used and not otherwise defined herein shall have their respective meanings as set forth in the Credit Agreement.

C. The Credit Agreement amends and restates the Existing Credit Agreement in its entirety.

D. Borrower and the institutional investors identified in the Intercreditor Agreement (hereinafter defined) as "Institutional Note Holders" (collectively, together with any other holders from time to time of the hereinafter described Institutional Notes and their successors and assigns, the "Institutional Note Holders") have entered into a Restated Note and Master Shelf Agreement dated as of May 18, 2001 (as the same may be amended, modified, supplemented or restated from time to time, the "Institutional Note Agreement"), restating into a single document a Note Agreement dated as of August 27, 1997 by and between Borrower and The Prudential Insurance Company of America ("Prudential") and a Note Agreement dated as of July 12, 1999 by and between the Borrower and Prudential. Pursuant to such predecessor Note Agreements,

the Borrower previously issued and sold to certain Institutional Note Holders (i) the Borrower's 7.18% Senior Notes due August 27, 2010, in the original aggregate principal amount of \$50,000,000 (including any notes delivered in substitution or exchange therefor, the "1997 Notes"), and (ii) the Borrower's 7.74% Senior Notes due July 12, 2012, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "1999 Notes"). Pursuant to the Institutional Note Agreement, the Borrower (i) previously issued and sold to certain Institutional Note Holders the Borrower's 7.51% Senior Notes due May 18, 2014, in the original aggregate principal amount of \$20,000,000 (including any notes delivered in substitution or exchange therefor, the "2001 Notes") and (ii) subject to the prior written approval of the Required Lenders and the Administrative Agent and an amendment to the Credit Agreement, may from time to time hereafter issue and sell to Prudential and/or Prudential Affiliates (as defined in the Institutional Note Agreement) additional Senior Notes of the Borrower in an aggregate additional principal amount of up to \$30,000,000 (including any notes delivered in substitution or exchange therefor, the "Future Shelf Notes" and together with the 1997 Notes, the 1999 Notes and the 2001 Notes, the "Institutional Notes"). The parties to the Institutional Note Agreement are entering into a Letter Amendment No. 8, Limited Waiver and Limited Consent thereto of even date herewith (the "Institutional Note Agreement Amendment").

E. In connection with the Existing Credit Agreement and the Institutional Note Agreement, Collateral Agent and the other parties thereto entered into that certain Amended and Restated Intercreditor and Collateral Agency Agreement dated as of June 20, 2005 (the "Existing Intercreditor Agreement").

F. Borrower, the Subsidiaries, Collateral Agent and other Secured Parties are entering into that certain Second Amended and Restated Intercreditor and Collateral Agency Agreement of even date herewith (such Second Amended and Restated Intercreditor and Collateral Agency Agreement, as the same may be amended supplemented or modified from time to time, being hereinafter referred to as the "Intercreditor Agreement") which Intercreditor Agreement amends and restates the Existing Intercreditor Agreement in its entirety and, among other things, appoints the Collateral Agent and sets forth certain responsibilities and obligations of the Collateral Agent and establishes among the Secured Parties their respective rights with respect to certain payments that may be received by the Collateral Agent in respect of the Collateral (as defined in the Security Agreement).

G. In connection with the Existing Credit Agreement, Borrower, the Subsidiaries of Borrower party thereto and Collateral Agent executed an Amended and Restated Security Agreement, dated as of June 20, 2005 (the "Existing Security Agreement").

H. To induce Administrative Agent, the Lenders and the Swing Line Lender to enter into the Credit Agreement and to extend credit thereunder, to induce the Institutional Note Holders to enter into the Institutional Note Agreement Amendment, and for other good and valuable consideration, Debtors and Collateral Agent are entering into that certain Second Amended and Restated Security Agreement of even date herewith (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement") which amends and restates the Existing Security Agreement in its entirety and pursuant to which Debtors have granted to Collateral Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark

registrations and applications, both foreign and domestic, at any time 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).

I. It is a condition precedent to the Administrative Agent's, the Lenders' and the Swing Line Lender's obligations under the Credit Agreement and the Institutional Note Holders' obligations under the Institutional Note Agreement and the Institutional Note Agreement Amendment, that the parties hereto 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.

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 security interest pursuant to the Security Agreement to, Collateral Agent for the pro rata benefit of the Secured Parties to the extent provided in the Intercreditor Agreement, 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.

2. At such time as all of 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, the 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.

[Remainder of Page Intentionally Blank]

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: Tory Baker  
 Name: Tory Baker  
 Title: Vice President and Treasurer  
 Address: 6911 North Whirlpool Drive  
 Tulsa, Oklahoma 74117  
 Fax No.: (918) 878-6861  
 Phone No.: (918) 878-6830  
 Attn: Tory Baker, Treasurer  
 Organizational Identification Number: 0836501

**NORDAM TRANSPARENCY DIVISION**  
**OF TEXAS, INC.,**  
an Oklahoma corporation

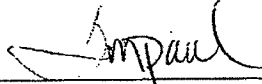
By: William L. Peacher  
 Name: William L. Peacher  
 Title: Chief Financial Officer  
 Address: 6911 North Whirlpool Drive  
 Tulsa, Oklahoma 74117  
 Fax No.: (918) 878-6861  
 Phone No.: (918) 878-6830  
 Attn: Tory Baker, Treasurer  
 Organizational Identification Number: None





COLLATERAL AGENT:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Suzanne M. Paul  
Title: Vice President

Address: Bank of America, N.A.  
Agency Management  
231 South LaSalle Street  
Mail Code: IL1-231-10-41  
Chicago, Illinois 60697

Fax No.: 877-206-8435  
Phone No.: 312-923-1640  
Attn: Suzanne M. Paul  
Vice President

with a copy to:

Address: Bank of America, N.A.  
Bank of America Center  
515 S. Boulder Avenue  
Mail Code: OK2-200-10-51  
Tulsa, Oklahoma 74103

Fax No.: 918-591-8472  
Phone No.: 918-591-8248  
Attn: Stevens E. Warrick  
Senior Vice President

THE STATE OF Okla §  
COUNTY OF Tulsa §

Before me Sandra Chappel on this day personally appeared Tory Baker, Vice President and Treasurer of THE NORDAM GROUP, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 20 day of December, 2007.

**SANDRA G. CHAPPEL**  
NOTARY PUBLIC, STATE OF OKLAHOMA  
#03000823  
[S E A L] QUALIFIED IN TULSA COUNTY  
MY COMMISSION EXPIRES, 02-11-2011

Sandra G. Chappel  
Notary Public - State of Okla

My Commission Expires:

2/11/2011

Sandra G. Chappel  
Printed Name of Notary Public

THE STATE OF Okla §  
COUNTY OF Tulsa §

Before me Sandra Chappel on this day personally appeared William L. Peacher, Chief Financial Officer of NORDAM TRANSPARENCY DIVISION OF TEXAS, INC., an Oklahoma corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 20 day of December, 2007.

**SANDRA G. CHAPPEL**  
NOTARY PUBLIC, STATE OF OKLAHOMA  
#03000823  
[S E A L] QUALIFIED IN TULSA COUNTY  
MY COMMISSION EXPIRES, 02-11-2011

Sandra G. Chappel  
Notary Public - State of Okla

My Commission Expires:

2/11/2011

Sandra G. Chappel  
Printed Name of Notary Public

THE STATE OF Okla §  
COUNTY OF Tulsa §

Before me Sandra Chappel on this day personally appeared William L. Peacher, Chief Financial Officer of TNG JET ROTABLES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 20 day of December, 2007.

[SEAL] SANDRA G. CHAPPEL  
NOTARY PUBLIC, STATE OF OKLAHOMA  
#03000823  
QUALIFIED IN TULSA COUNTY  
MY COMMISSION EXPIRES, 02-11-2011

Sandra G. Chappel  
Notary Public - State of Okla

My Commission Expires:  
2/11/2011

Sandra G. Chappel  
Printed Name of Notary Public



EXHIBIT "A"  
To  
AMENDED AND RESTATED SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

<b>Registered Trademarks – The NORDAM Group, Inc.</b>						
<b>Nature of Interest (e.g., owner licensee)</b>	<b>Registered Trademark</b>	<b>Registration No.</b>	<b>Property Covered</b>	<b>Date Registered</b>	<b>Docket No.</b>	<b>Country of Registration</b>
Owner	DIAMOND BRITE ACRYLIC	75,756		3/22/1997		Israel
Owner	DIAMOND BRITE ACRYLIC	382586		5/27/91		Switzerland
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	A TRADITION OF PERFORMANCE	1,576,830		1/9/90		United States
Owner	DIAMOND BRITE ACRYLIC & Design	1,609,010		8/7/90		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	NORTRAK	2,442,329		4/10/01		United States
Owner	NORTECH	2,705,484		4/8/03		United States
Owner	RADOME TO TAILCONE SOLUTIONS	2,711,376		4/29/03		United States
Owner	NORTECH	002635217		05/03/2000		European Union
Owner	ULTRA IMAGE	3086564		04/25/06		U.S.

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