

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NPC, Inc.		06/22/2005	CORPORATION:
Bidco, Inc.		06/22/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Financial Services, Inc., as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2231857	NPC	
Registration Number:	2080955	KORNSEAL	
Registration Number:	1481617	KOR-N-TEE	
Registration Number:	1045309	HYDROKOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	rocio.calusen@weil.com, phyllis.eremitaggio@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Rocio Clausen		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	Rocio Clausen		
<b>Signature:</b>	/Rocio Clausen/		

CH \$115.00 2231857

Date:

07/01/2005

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, entered into as of June 22, 2005, by and among NPC HOLDINGS, INC., a Delaware corporation, ("Parent"), NPC, INC., a Delaware corporation ("NPC"), BIDCO, INC., an Ohio corporation (together with Parent and NPC, the "Grantors", and each a "Grantor"), to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACAS"), as agent for the Purchasers identified in the Note and Equity Purchase Agreement (the "Purchase Agreement") among the Grantors, ACAS and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

**WITNESSETH:**

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates and grants to the Secured Party, for the benefit of the Purchasers, a Lien on and a continuing security interest in all of such Grantor's right, title and interest in the following property of such Grantor now owned or hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds, damages and other Liabilities now or hereafter due or payable or asserted under and with respect to any of the foregoing, including 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. **Grantor Remains Liable**. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent the same are caused by the gross negligence or willful misconduct of the Secured Party. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. **Counterparts**. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

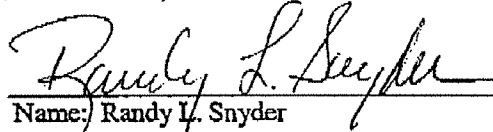
SECTION 6. **Applicable Law**. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO MARYLAND CHOICE OF LAW DOCTRINE.

[signature page follows]

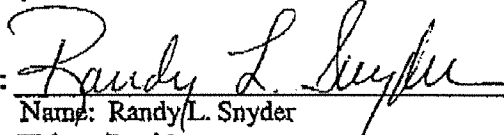
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

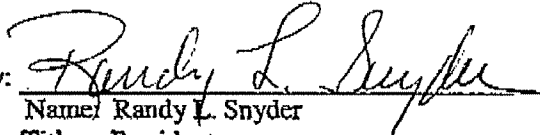
NPC HOLDINGS, INC.

By:   
Name: Randy L. Snyder  
Title: President

NPC, INC.

By:   
Name: Randy L. Snyder  
Title: President

BIDCO, INC.

By:   
Name: Randy L. Snyder  
Title: President

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as the Secured Party

By: \_\_\_\_\_  
Name: Dale Stohr  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

NPC HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Randy L. Snyder  
Title: President

NPC, INC.

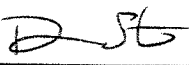
By: \_\_\_\_\_  
Name: Randy L. Snyder  
Title: President

BIDCO, INC.

By: \_\_\_\_\_  
Name: Randy L. Snyder  
Title: President

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as the Secured Party

By:                       
Name: Dale Stohr  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledgement of Grantor  
STATE OF New Hampshire  
COUNTY OF Hillsborough ss.

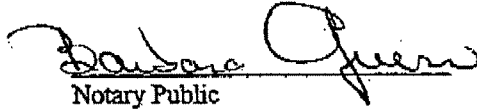
On this 24<sup>th</sup> day of June, 2005 before me personally appeared Randy Snyder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NPC Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Barbara Quinn  
Notary Public

BARBARA A. QUINN, Notary Public  
My Commission Expires December 7, 2008

Acknowledgement of Grantor  
STATE OF New Hampshire  
COUNTY OF Hillsborough ) ss.

On this 21st day of June, 2005 before me personally appeared Randy Sykes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NPC, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

**BARBARA A. QUINN, Notary Public**  
My Commission Expires December 7, 2008





**SCHEDULE I**  
to  
**Trademark Security Agreement**

Mark	Country	Serial Number Registration Number	Filing Date Issue Date
NPC and Design	US	75/391,633	11/17/1997
		2,231,857	03/16/1999
KOR-N-SEAL	Japan	2002-31493	04/17/2002
		4703480	08/22/2003
KOR-N-SEAL and Design	US	75/057,688	02/14/1996
		2,080,955	07/22/1997
KOR-N-TEE	US	73/639,142	01/12/1987
		1,481,617	03/22/1988
HYDROKOR	US	73/074,743	08/03/1976
		1,045,309	08/03/1996