

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
OPAC, LLC		01/12/2005	Limited Liability Company: CONNECTICUT
ShelterWorkz, LLC		01/12/2005	Limited Liability Company: CONNECTICUT
OPCAC, LLC		01/12/2005	Limited Liability Company: CONNECTICUT
North American A, L.L.C.		01/12/2005	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	NewStar CP Funding LLC
Street Address:	500 Boylston Street
Internal Address:	Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1732452	COVER-IT
Registration Number:	2451281	PROTECT-IT ALL WEATHER SHELTERS
Serial Number:	78273716	CANOPY FACTORY
Serial Number:	78486240	CANOPY IN A BOX
Serial Number:	78486303	CARPORT IN A BOX
Serial Number:	78417185	EASY-HOOK ANCHORS
Serial Number:	78273704	EQUINEDIRECT
Serial Number:	78486256	GARAGE IN A BOX

CH \$390.00 1732452

Serial Number:	78486099	GREENHOUSE IN A BOX
Serial Number:	78490476	INSTANT GARAGE
Serial Number:	78293606	NAOP
Serial Number:	78490443	ROUNDTOP
Serial Number:	78486093	SHED IN A BOX
Serial Number:	78404580	WE COVER EVERYTHING UNDER THE SUN
Serial Number:	74414910	GROW IT

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@palmerdodge.com
Correspondent Name: Adam M Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Adam M Grandy
Signature:	/Adam M Grandy/
Date:	04/14/2005

Total Attachments: 5
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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS OPAC, LLC, ShelterWorkz, LLC, OPCAC, LLC and North American A, L.L.C. (collectively, the "Pledgors"), each having an address at 2777 Summer Street, Suite 201, Stamford, Connecticut 06905 are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Credit and Security Agreement, dated as of January 12, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgors, and NewStar CP Funding LLC, as Lender (the "Lender"), pursuant to which the Pledgors have granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Lender, and grant to the Lender security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with

respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each of the Pledgors and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 12th day of January, 2005.

PLEDGORS:

OPAC, LLC

By: Victor Kiaris
Name: VICTOR KIARIS
Title: MANAGER

SHELTERWORKZ, LLC

By: Victor Kiaris
Name: VICTOR KIARIS
Title: MANAGER

OPCAC, LLC

By: Victor Kiaris
Name: VICTOR KIARIS
Title: MANAGER

NORTH AMERICAN A, L.L.C.

By: Victor Kiaris
Name: VICTOR KIARIS
Title: MANAGER

LENDER:

NEWSTAR CP FUNDING LLC

By: NewStar Financial, Inc., its designated Manager

By: 

Name: *Mark Corda*

Title: *Managing Director*

**SCHEDULE A
TO SECURITY AGREEMENT (TRADEMARKS)**

REGISTERED TRADEMARKS

Trademark	Registration Number	Country
COVER-IT	1,732,452	United States
PROTECT-IT ALL WEATHER SHELTERS	2,451,281	United States
COVER-IT	tma 431665	Canada

PENDING TRADEMARKS

Trademark	Serial Number	Country
CANOPY FACTORY	78/273,716	United States
CANOPY-IN-A-BOX	78/486,240	United States
CARPORT-IN-A-BOX	78/486,303	United States
EASY HOOK ANCHORS	78/417,185	United States
EQUINE DIRECT	78/273,704	United States
GARAGE-IN-A-BOX	78/486,256	United States
GREENHOUSE-IN-A-BOX	78/486,099	United States
INSTANT GARAGE	78/490,476	United States
NAOP	1196009	Canada
NAOP	78/293,606	United States
ROUNDTOP	78/490,443	United States
SHED-IN-A-BOX	78/486,093	United States
WE COVER EVERYTHING UNDER THE SUN	78/404,580	United States
GROW IT	74/414,910	United States