

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		01/12/2005	LLC: CONNECTICUT
OPCAC		01/12/2005	LLC: CONNECTICUT
NORTH AMERICAN A		01/12/2005	L.L.C.: CONNECTICUT
SHELTERWORKZ		01/12/2005	LLC: CONNECTICUT

RECEIVING PARTY DATA

Name:	Merion Investment Partners, L.P.
Street Address:	The Merion Building
Internal Address:	700 S. Henderson Road, Suite 202
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Legg Mason SBIC Mezzanine Fund, L.P.
Street Address:	c/o Calvert Street Capital Partners
Internal Address:	111 South Calvert Street, Suite 1800
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP: 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

CH \$390.00 1732452

Serial Number:	78486303	CARPORT IN A BOX
Serial Number:	78417185	EASY HOOK
Serial Number:	78273704	EQUINEDIRECT
Serial Number:	78486256	GARAGE IN A BOX
Serial Number:	78486099	GREENHOUSE IN A BOX
Serial Number:	78490476	INSTANT GARAGE
Serial Number:	78490443	ROUNDTOP
Serial Number:	78293606	NAOP
Serial Number:	78486093	SHED IN A BOX
Serial Number:	74414910	GROW IT
Serial Number:	78404580	WE COVER EVERYTHING UNDER THE SUN

CORRESPONDENCE DATA

Fax Number: (973)622-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (973) 622-4444
Email: cjohnson@mccarter.com
Correspondent Name: Curtis A. Johnson/McCarter & English,LLP
Address Line 1: Four Gateway Center
Address Line 2: 100 Mulberry Street
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	Curtis A. Johson, Esq.
Signature:	/Curtis A. Johnson/
Date:	05/09/2005

Total Attachments: 6
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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, CT 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 Senior Subordinated Credit, Guaranty and Security Agreement, dated as of January 12, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgors, Merion Investment Partners, L.P. ("Merion"), and Legg Mason SBIC Mezzanine Fund, L.P. ("LMSMF", Merion and LMSMF are each a "Lender", collectively, the "Lenders"), pursuant to which the Pledgors have granted to the Lenders 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 Lenders 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 Lenders, and grant to the Lenders 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 Lenders hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Lenders, and the rights and remedies of the Lenders

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 Pennsylvania.

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.

[The remainder of this page is intentionally left blank.]

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: 

James M. Conlon
Manager

SHELTERWORKZ, LLC

By: 

James M. Conlon
Manager

OPCAC, LLC

By: 

James M. Conlon
Manager

NORTH AMERICAN A, L.L.C.

By: 

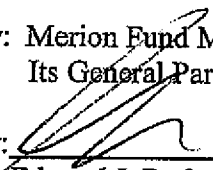
James M. Conlon
Manager

LENDERS:

MERION INVESTMENT PARTNERS, L.P.

By: Merion Financial Partners, L.P.
Its General Partner

By: Merion Fund Management, LLC
Its General Partner

By: 

Edward J. Rodgers
Member

LEGG MASON SBIC MEZZANINE FUND, L.P.

By: Legg Mason SBIC Mezzanine Fund
Management LLC, its General Partner

By: _____
Steven A. Axel
Member

LENDERS:

MERJON INVESTMENT PARTNERS, L.P.

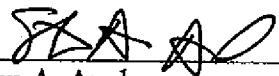
By: Merion Financial Partners, L.P.
Its General Partner

By: Merion Fund Management, LLC
Its General Partner

By: _____
Edward J. Rodgers
Member

LEGG MASON SBIC MEZZANINE FUND, L.P.

By: Legg Mason SBIC Mezzanine Fund
Management LLC, its General Partner

By:  _____
Steven A. Axel
Member

**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