

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
Miller Building Systems, Inc.		03/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank (Chicago)		
Street Address:	222 South Riverside Plaza		
Internal Address:	32nd Floor, MD: GRVR2D		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78427999	THE NEXT BEST THING TO NOW	
CORRESPONDENCE DATA			
Fax Number:	(312)521-2775		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-521-2775		
Email:	asacharoff@muchshelist.com		
Correspondent Name:	Much Shelist Freed Denenberg Ament & Rub		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Adam K Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	3881300.0045		
NAME OF SUBMITTER:	Adam K Sacharoff		
Signature:	/aks/		

CH \$40.00 78427999

Date:

04/03/2006

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of March 31, 2006, is made by MILLER BUILDING SYSTEMS, INC., a Delaware corporation (the "**Grantor**"), in favor of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation (the "**Bank**").

RECITALS

A. The Grantor and its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the Bank, pursuant to which the Bank has agreed to make certain loans to Grantor and its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and its affiliates under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**");

provided, however, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision).

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MILLER BUILDING SYSTEMS, INC., as
Grantor

By: Robert E. Winkler
Title: CFO / TREASURER

Acknowledged:

FIFTH THIRD BANK (CHICAGO),
as Bank

By: _____
Title: _____

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003280 FRAME: 0963


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MILLER BUILDING SYSTEMS, INC., as
Grantor

By: _____
Title: _____

Acknowledged:

FIFTH THIRD BANK (CHICAGO),
as Bank

By: 
Title: ASSISTANT VICE PRESIDENT

*Signature Page to Patent & Trademark
Security Agreement*

**TRADEMARK
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SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks:

Trademark	Registration/Serial Number	Status
Versi-Plex	N/A	Common Law
The Next Best Thing to Now	SN: 78427999	Pending with the USPTO

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents:

Patent	Patent/Application Number	Owner
Hurricane Proof Modular Building Structure	10/943,667	Rick Bedell/Paul Neal Moss Assigned to Miller Building Systems, Inc. 9/13/2004
Modular Building Structure	10/839,666	Rick Bedell/Paul Neal Moss Assigned to Miller Building Systems, Inc. 8/23/2004