02-01-2006

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MASTERBUILT MANUFACTURING, INC.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association
Internal Address:
Street Address: 101 13th Street
City: Columbus State: GA Zip: 31901

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 06/17/05

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,812,802; 1,708,000;1,945,583; 2,898,647

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bradley E. Wahl, Esq.
Internal Address:
Street Address: Nelson Mullins Riley & Scarbor
999 Peachtree Street, NE, Suite 1400
City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....$ 160.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Bradley E. Wahl, Esq. — Name of Person Signing
Signature
January 25, 2006 — Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/31/2006 DBYRNE 00000054 2812802
01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

Refund Ref:
01/31/2006 DBYRNE 0000149919

CHECK Refund Total: $45.00

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 17, 2005 by **MASTERBUILT MANUFACTURING, INC.** ("Debtor") and **WACHOVIA BANK, NATIONAL ASSOCIATION** ("Bank")

W I T N E S S E T H:

WHEREAS, Bank and Debtor have made and entered into a certain Loan and Security Agreement, dated of even date herewith (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement); and

WHEREAS, the financial accommodations to be extended to the Debtor under the Loan Agreement will inure to the benefit of Debtor and its Subsidiaries; and

WHEREAS, Bank has required, as a condition to the extension of financial accommodations to be extended to Debtor under the Loan Agreement, that Debtor pledges to Bank and grants to Bank a Lien on and in its "Trademarks" (as defined herein) as security for the Obligations; and

WHEREAS, Debtor is willing to execute and deliver this Agreement in order to induce Bank to make financial accommodations set forth in the Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) trademarks, trade names, registered trademarks, trademark applications, service

marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Debtor agrees that it will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. Debtor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Bank and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations and the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 4 above shall automatically apply thereto. Debtor shall give to the Bank written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

7. Covenants and Warranties. Debtor represents, warrants, and covenants that to the best of Debtor's knowledge: (i) the Trademarks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Trademarks has lapsed or expired; (iii) no claim has been made that the use of any of the Trademarks in the conduct of Debtor's business constitutes an infringement of any senior or dominant U.S. trademark or other intellectual property right; (iv) Debtor owns the entire right, title, and interest in and to each of the Trademarks free and clear of any liens and encumbrances

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of every kind and nature, except for the rights granted by Debtor pursuant to this Agreement; and (v) Debtor shall continue to use, until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, proper statutory notice in connection with its exercise of the Trademarks.

8. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to use the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence of an Event of Default. Except as otherwise permitted by Loan Agreement, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank..

9. Royalties. Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies under Section 16 or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Debtor.

10. Right to Inspect; Further Agreements and Security Interest. The Bank may from time to time hereafter have access to, examine, audit, make copies (at Debtor's expense) and extracts from and inspect Debtor's premises and examine Debtor's books, records and operations relating to the Trademarks.

11. Nature and Continuation of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated.

12. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkablilty, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Bank). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, and (ii) to maintain in full force and effect the registered Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

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13. The Bank's Right to Sue. From and after the occurrence of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Bank shall commence any such suit, Debtor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents reasonably required by the Bank in aid of such enforcement, including joining in any litigation involving the Trademarks as a party thereto. Debtor shall, upon demand, promptly reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this Section 13 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and Banks of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, Debtor

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agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default and following the expiration if any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least seven (7) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Continuing Lien, Transfers by Bank. This Agreement shall create a continuing security interest and collateral assignment of the Trademarks and shall (i) remain in full force and effect until payment in full of the Obligations and the termination of the Bank's lending commitments to Debtor, (ii) be binding upon Debtor, its successors and assigns, and (iii) inure to the benefit of Bank and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Bank may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Bank herein or otherwise, to any other Person, except, prior to a Default or Event of Default, Bank will not transfer the same to known competitors of Debtor. Upon the payment in full of the Obligations, and the termination of the Bank's lending commitments to Debtor, the assignment hereunder shall terminate and all rights to the Trademarks shall revert to the Debtor or to any other Person as may be designated by the Debtor, subject to any disposition thereof which may have been made by the Bank pursuant hereto or pursuant to the Loan Agreement. Upon any such termination, the Bank shall, at Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

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21. Interpretation. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the Loan Agreement shall govern.

22. Bank. The powers conferred on the Bank hereunder are solely to protect its interest in the Trademarks and shall not impose any duty upon the Bank to exercise any such powers. Except for the safe custody of any Trademarks in its actual possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Trademark or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark in its actual possession if such Trademark is accorded treatment substantially equal to that which the Bank accords its own property.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

MASTERBUILT MANUFACTURING, INC.

By: _____
Title: Pres/CEO

Attest: _____
Title: VP COO

[SEAL]

Agreed and Accepted as of
this June 17, 2005

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Title: SVP.

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STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this June 17, 2005 by John McLemore personally known to me to be the President of MASTERBUILT MANUFACTURING, INC., a Georgia corporation, on behalf of such corporation.

(SEAL)

Notary Public
My Commission expires:
6/25/09

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this June 17, 2005 by Greg L. Allmindinger, personally known to me to be a Senior Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION.

(SEAL)

Notary Public
My Commission expires:

~ Doc# 621794.01 ~

Schedule 1
To
Trademark Security Agreement

Dated as of June __, 2005

Trademark/Tradename	Registration Number	Date
HITCH HAUL	2,812,802	February 10, 2004
HITCH HAUL	1,708,000	August 18, 1992
7 IN 1 SMOKER	1,945,583	January 2, 1996
GRANDMAC	2,898,647	November 2, 2004

~Doc# 621794.01 ~

RECORDED: 01/20/2006

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