

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
Shawmut Woodworking & Supply, Inc., dba Shawmut Design and Construction		12/30/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2328977	SHAWMUT DESIGN AND CONSTRUCTION
Registration Number:	2321400	SHAWMUT DESIGN AND CONSTRUCTION
Registration Number:	2328975	SHAWMUT

CORRESPONDENCE DATA

Fax Number: (415)442-1001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-442-1301
 Email: coakley@morganlewis.com
 Correspondent Name: Carla B. Oakley
 Address Line 1: One Market, Spear Street Tower
 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	062590.0017
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CH \$90.00 2328977

NAME OF SUBMITTER:	Rochelle D. Alpert
Signature:	/Rochelle D. Alpert/
Date:	05/03/2006
Total Attachments: 6 source=Shawmut#page1.tif source=Shawmut#page2.tif source=Shawmut#page3.tif source=Shawmut#page4.tif source=Shawmut#page5.tif source=Shawmut#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2005, by SHAWMUT WOODWORKING & SUPPLY, INC., d/b/a Shawmut Design and Construction, a Massachusetts corporation and STARLITE CONSTRUCTION, INC., a Massachusetts corporation (each a "Grantor", and collectively, the "Grantors"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantors have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors.

B. The Grantors have entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and Security Agreement and the per.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' 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 Grantors 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").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security 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 Security Agreement.

[signature page follows]

ACKNOWLEDGED:

LASALLE BANK NATIONAL
ASSOCIATION, as Administrative Agent, as
Issuing Lender and as a Lender

By: *Richard D. Keen*
Title: SENIOR VICE PRESIDENT

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

SHAWMUT WOODWORKING &
SUPPLY, INC.

By: [Signature]
Title: Chief Financial Officer

STARLITE CONSTRUCTION, INC.

By: [Signature]
Title: Chief Financial Officer

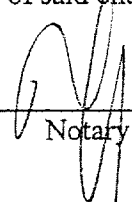
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

STATE OF MA)
) ss
COUNTY OF Suffolk)

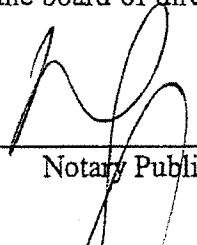
On this 30th day of December, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Shawmut Woodworking & Supply, Inc., d/b/a Shawmut Design and Construction, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

STATE OF MA)
) ss
COUNTY OF Suffolk)

On this 30th day of December, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Starlite Construction, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

SCHEDULE 1

Shawmut Design and Construction (design plus words, letters, and/or numbers),
Registration Number 2328977

Shawmut Design and Construction (typed drawing), Registration Number 2321400

Shawmut (And Design) (design plus words, letters, and/or numbers), Registration
Number 2328975