

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Frank Gates Companies, Inc. | | 03/02/2007 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent | | |
| Street Address: | 222 N. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3132676 | FRANK GATES | |
| Registration Number: | 3132675 | FRANK GATES | |
| Serial Number: | 78706106 | HIGHER GROUND | |
| Serial Number: | 78706104 | HIGHER GROUND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)577-4565 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3125778265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten Muchin | | |
| Address Line 1: | 525 W Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 332658-54 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |

CH \$115.00 3132676

Signature:

/Kristin Brozovic/

Date:

03/12/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 2nd day of March, 2007 by The Frank Gates Companies, Inc., an Ohio corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of March 2 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 2, 2007 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Pages Follow]

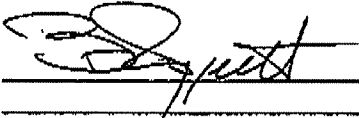
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE FRANK GATES COMPANIES, INC.

By: N.P.C. Ovedy
Name: N.P.S.C. OVEDY
Its: PRESIDENT/CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Its: _____

Trademark Security Agreement- FGC

SCHEDULE A

| Trademark | Serial Number | Filing Date | Registration Number | Registration Date | Status |
|---------------|---------------|-------------|---------------------|-------------------|------------|
| HIGHER GROUND | 78-706106 | 9/2/2005 | N/A | N/A | Pending |
| HIGHER GROUND | 78-706104 | 9/2/2005 | N/A | N/A | Pending |
| FRANK GATES | 78-706103 | 9/2/2005 | 3132676 | 8/22/2006 | Registered |
| FRANK GATES | 78-706099 | 9/2/2005 | 3132675 | 8/22/2006 | Registered |