

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	05/05/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE WOLF ORGANIZATION, INC.		05/02/2006	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Manufacturers And Traders Trust Company, as Administrative Agent		
Also Known As:	AKA M&T Bank		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2286951	THE LUMBER YARD	
Registration Number:	2940214	COUNT ON IT.	
Registration Number:	2163439	WOLF DISTRIBUTING COMPANY LEADER OF THE PACK	
Registration Number:	2748154	CHATHAM HILL CABINETRY	
CORRESPONDENCE DATA			
Fax Number:	(410)385-5119		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(410) 385-5061		
Email:	lbell@gebsmith.com		
Correspondent Name:	Laura Bell, Legal Asst.		
Address Line 1:	One South Street, Suite 2200		
Address Line 2:	Gebhardt & Smith LLP		

OP \$115.00 2286951

900073229

TRADEMARK
REEL: 003512 FRAME: 0755

Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:

RCF/24381

NAME OF SUBMITTER:

R. Craig Fitzenreiter

Signature:

/r craig fitzenreiter/

Date:

04/02/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is dated as of May 5, 2006, by and between THE WOLF ORGANIZATION, INC., a Pennsylvania corporation (the "Grantor"), whose mailing address is 20 West Market Street, York, Pennsylvania 17045, and MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent under the below-referenced Credit Agreement (the "Secured Party"), whose mailing address is One M&T Plaza, Buffalo, New York 14240. This Security Agreement is made pursuant to the requirements of that certain Credit Agreement dated as of May 5, 2006 by and among The Wolf Organization, Inc., a Pennsylvania corporation (the "Borrower"), its Parent, and the Subsidiaries of the Parent or the Borrower which are Guarantors, Manufacturers and Traders Trust Company, as Administrative Agent, and the Lenders thereunder (as amended or supplemented from time to time, the "Credit Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

Section 1. *Definitions; Rules of Construction.* As used in this Security Agreement, the terms defined in the Credit Agreement shall have the meanings given therein as definitions when such terms are used in this Security Agreement, except where this Security Agreement gives a different definition or the context clearly requires otherwise. The terms defined in this Security Agreement (including in the preamble hereto) shall have the meanings given to such terms hereby. The rules of construction set forth in Section 1.02 of the Credit Agreement shall be applicable to this Security Agreement.

Section 2. *Grant of Security Interest.* As security for the complete and timely payment of all of the Obligations and the performance of all other duties of the Borrower under the Loan Documents, the Pledgor hereby mortgages, pledges, and hypothecates unto the Secured Party and the Secured Party's successors and assigns, upon the following terms and conditions, and hereby grants to the Secured Party and the Secured Party's successors and assigns, a security interest in and to all of the Grantor's right, title and interest in, under or by virtue of the Trademarks (hereinafter defined), and the goodwill of the Grantor relating thereto, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the Grantor to the Secured Party hereunder shall automatically attach to and include all rights to any Trademarks which are subsequently obtained by the Grantor after the date of this Security Agreement or to any licenses thereof. The Grantor hereby irrevocably and unconditionally authorizes the Secured Party to modify and amend from time to time this Security Agreement and Exhibit A hereto to include any such additional Trademarks or licenses, without any further assent or signature of the Grantor. Future advances are intended to be secured. *Trademarks* means all right, title and interest of the Grantor, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all Trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office in the name of Grantor, together with: (a) all renewals thereof, (b) all intellectual property of the Grantor and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the Grantor under all present and future license Security Agreements relating to any of the foregoing, whether the Grantor is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the

world. "Trademarks," as defined above shall include, without limitation, all of the United States Trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 3. *Representations and Warranties.* The Grantor represents and warrants that:

(a) Exhibit A attached hereto sets forth all Trademarks owned by the Grantor as of the date hereof. Each of the Trademarks described on Exhibit A is subsisting, valid, unexpired and enforceable. None of such Trademarks has been adjudged invalid, expired or unenforceable in whole or in part, or is the subject of any proceeding which seeks any of the foregoing. None of such Trademarks has been abandoned.

(b) No written claim has been made or threatened to the Grantor that the use of any of the Trademarks infringes upon or violates the rights of any third person.

(c) The Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise Security Agreements, registered user Security Agreements and covenants by the Grantor not to sue third persons.

(d) The Grantor has the unqualified right to enter into this Security Agreement and to perform its terms.

(e) The Grantor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice and markings in connection with its use of the Trademarks.

(f) Upon the completion of all necessary public filings, the liens and security interests granted pursuant to this Security Agreement will constitute first priority perfected liens on and security interests in the Trademarks in favor of the Secured Party.

Section 4. *Maintenance of Trademarks; Prosecution of Applications and Proceedings; Maintenance of Quality Standards.* The Grantor covenants that it will maintain the registration of the Trademarks, and will, except where the failure to do so would constitute a Material Adverse Change, take all actions necessary to maintain, preserve and continue the validity and enforceability of the Trademarks, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The Grantor agrees that the Grantor will prosecute diligently any trademark applications of the Trademarks pending as of the date of this Security Agreement or thereafter until the Obligations shall have been unconditionally paid and satisfied in full, to make federal application on material registerable but unregistered Trademarks, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. The Grantor agrees that it will not sell, assign, transfer, convey or encumber its interest in, or grant any license under, any of the Trademarks, except to the extent permitted by the Credit Agreement. The Grantor further agrees not to enter into any Security Agreement (for example, a license Security Agreement) which is inconsistent with the Grantor's Obligations under any of the Loan Documents. The Grantor agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Security Agreement. The Grantor agrees that it will not abandon any Trademarks (including applications for Trademarks) without the express written consent of the Secured Party, which will not be unreasonably

withheld. Any expenses incurred by the Grantor in connection with the Trademarks shall be the sole expense of the Grantor. The Grantor covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks. The Grantor further agrees to promptly provide notice to the Secured Party of all rights obtained subsequent to the date of this Security Agreement in and to any Trademarks not set forth on Exhibit A.

Section 5. *Rights upon the Occurrence of an Event of Default.* Upon the occurrence and continuance of an Event of Default, in addition to all other rights and remedies available under the Loan Documents or under applicable law, including but not limited to the rights of a secured party under the UCC in effect from time to time, the Secured Party shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the Trademarks from time and to time; (b) take, in its name or in the name of the Grantor or otherwise, such actions as the Secured Party may, at any time or from time to time, reasonably deems necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the Trademarks, upon such terms and conditions as it may reasonably deem advisable and at such prices as it may reasonably deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the Trademarks in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the Grantor at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the collateral is to be made, which the Grantor hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of the Grantor, which right is hereby waived and released to the extent lawfully permitted. The proceeds of any such sale or disposition shall be applied against the Obligations. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademarks are insufficient to pay in full the Obligations and all reasonable costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the Secured Party in collecting any such deficiency. The Grantor hereby irrevocably and unconditionally authorizes and empowers the Secured Party, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse or sign the Grantor's name on all applications, documents, papers and instruments necessary for the Secured Party or the designee of the Secured Party to: (i) own and use the Trademarks; (ii) grant or issue any exclusive or nonexclusive licenses under the Trademarks to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any other person on such terms and conditions as the Secured Party shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Trademarks; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the Trademarks; (vi) defend any suit, action or proceeding brought against the Grantor with respect to any of the Trademarks; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the Secured Party may deem appropriate; and (viii) do all acts and things which the Secured Party reasonably deems necessary from time to time to protect, preserve or realize upon the Trademarks and the Secured Party's liens thereon and to effect the intent of this Security Agreement. The proceeds of any such actions, or the value of any such use of the Trademarks shall be applied against the Obligations. This power of attorney shall be irrevocable for the life of this Security Agreement, and is intended by the Grantor to be a power of attorney coupled with an interest. All of the Secured Party's rights and remedies with respect to the Trademarks, whether established by this Security Agreement, by any Loan Document, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. *No Duty Imposed Upon Secured Party.* The powers conferred upon the Secured Party hereunder are solely to protect the interests of the Secured Party in the Trademarks and shall not impose any duty upon the Secured Party to exercise any such powers.

Section 7. *Reliance.* If the Secured Party shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign, license and transfer the Trademarks and the Grantor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the Secured Party either in the Grantor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the Grantor under the Loan Documents, or any other fact or matter relating to the entitlement of the Secured Party to exercise its rights hereunder.

Section 8. *Defeasance.* Upon the last to occur of (i) the termination of the Revolving Credit Commitments, (ii) the termination of all Letters of Credit, and (iii) full discharge and satisfaction of the Obligations, all rights herein assigned to the Secured Party shall terminate, and all estate, right, title and interest of the Secured Party in and to each and every one of the Trademarks shall revert to the Grantor. The Secured Party shall file all requisite termination statements and do all such other acts as are required of it to evidence the termination of the security interest granted hereby.

Section 9. *Costs and Expenses.* All reasonable fees, costs and expenses, including any reasonable attorney's fees and legal expenses, incurred by the Secured Party in connection with the preparation of this Security Agreement and all other documents relating hereto, the filing or recording of this Security Agreement or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or any other reasonable fees incurred in otherwise protecting, maintaining or preserving the Trademarks, or in enforcing the terms of this Security Agreement or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Grantor on demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate in effect from time to time under the Loan Documents.

Section 10. *Notices.* Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Documents, in the manner and within the time specified in the Loan Documents.

Section 11. *Further Assurances.* The Grantor shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents reasonably considered necessary, appropriate or proper by the Secured Party to vest in, effectuate assure to the Secured Party its rights under this Security Agreement or in any of the Trademarks. If the Grantor fails to execute any instrument or document or take such actions described above within ten (10) business days of being requested to do so by the Secured Party, the Grantor hereby constitutes and appoints the Secured Party its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the Secured Party reasonably deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations.

Section 12. *Amendment.* The terms and conditions of this Security Agreement may be modified, altered, waived, or amended only by a writing executed by the Grantor and the Secured Party and, if and to the extent the Credit Agreement requires the consent of the Lenders, the Lenders whose consent is so required.

Section 13. *Governing Law; Forum.* The provisions of Sections 10.12 (captioned "Governing Law") and 10.13 (captioned "Forum") of the Credit Agreement are hereby made applicable to this Security Agreement.

Section 14. *Severability.* If any of the provisions of this Security Agreement are judicially determined to be in conflict with any applicable law or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Security Agreement.

Section 15. *Successors and Assigns.* The terms, covenants and conditions contained in this Security Agreement shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding upon the Grantor and its successors and assigns.

Section 16. *Waiver of Jury Trial.* The Grantor and the Secured Party each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this Security Agreement, the Loan Documents, or any other document or Security Agreement which in any way relates, directly or indirectly, to this Security Agreement, the Loan Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Security Agreement, the Loan Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE GRANTOR AND THE SECURED PARTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

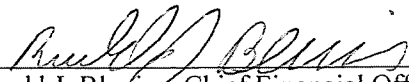
[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

GRANTOR:

THE WOLF ORGANIZATION, INC.

By: 
Ronald J. Blevins, Chief Financial Officer

WITNESS/ATTEST:

SECURED PARTY:

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Administrative Agent
Under the Credit Agreement Referenced Herein

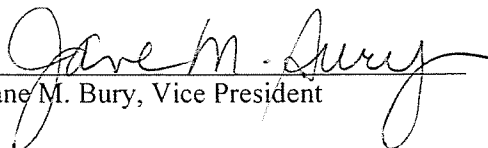
By: 
Jane M. Bury, Vice President

EXHIBIT A

Schedule of Trademarks

<u>NO.</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>ACCEPTED BY PTO?</u>
2,286,951	Service Mark	"The Lumber Yard" written on a piece of wood	No acceptance letter
2,940,214	Service Mark	"Count On It" in no particular font	No acceptance letter
2,163,439	Service Mark	"Wolf Distributing Company Leader of the Pack" with picture of howling wolf	Notice of Acceptance dated 7/2/04 from USPTO
2,748,154	Service Mark	"Chatham Hill Cabinetry"	No acceptance letter