

# 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
Marshfield DoorSystems, Inc.		05/18/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2685716	CONTOUR SERIES	
Registration Number:	2694497	DOORBUILDER	
Registration Number:	2861037	ENVIRONMENTAL CLASS	
Registration Number:	2884114	EXPRESSIONS DEL SOL	
Registration Number:	2875369	MARSHFIELD ACCENT SERIES	
Registration Number:	2743089	MARSHFIELD DOORSYSTEMS	
Registration Number:	2811435	MARSHFIELD SIGNATURE SERIES	
Registration Number:	2744087	MARSHFIELDDOORS.STAT!	
Registration Number:	2665664		
Registration Number:	2408812	SOLID DOORS. SOLID PROMISES.	
Registration Number:	2602230	STYLED	
Registration Number:	2574433	TRIM-LITE	
Registration Number:	2811471	VARIABLE PRIVACY	
Registration Number:	2811472	WORKABLE SURFACES	

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TRADEMARK  
 REEL: 003546 FRAME: 0312

Registration Number:	3050822	CORNER2
Registration Number:	3050818	BOLECTION
Registration Number:	3135216	YOU DESIGN. WE CREATE
Registration Number:	3199472	UNI-COR ST
Serial Number:	78560253	EDGE
Registration Number:	2592649	ENVIROCLAD UV
Registration Number:	2796153	STEAM-THRU
Serial Number:	76387096	COOL CORE

#### CORRESPONDENCE DATA

Fax Number: (312)577-4688

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00253
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	05/21/2007

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Porta Industries, Inc., a Delaware corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARSHFIELD DOORSYSTEMS, INC.  
as Grantor

By:   
Name: Don Bergman  
Title: C.E.O.

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of WI )

County of Wood )

ss.

On this 17 day of May, 2007 before me personally appeared Don Bergman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Marshfield Door Systems, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Theresa Lieble  
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARSHFIELD DOORSYSTEMS, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Brian Sommerfeld  
Name: Brian E. Sommerfeld  
Title: Duty Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

1. Contour Series	Reg. No. 2,685,716	Reg. Date 2/11/2003
2. Doorbuilder	Reg. No. 2,694,497	Reg. Date 3/11/2003
3. Enviroclad UV	Reg. No. 2,592,649	Reg. Date 7/9/2002
4. Environmental Class	Reg. No. 2,861,037	Reg. Date 7/6/2004
5. Expressions Del Sol	Reg. No. 2,884,114	Reg. Date 9/14/2004
6. Marshfield Accent Series	Reg. No. 2,875,369	Reg. Date 9/14/2004
7. Marshfield DoorSystems	Reg. No. 2,743,089	Reg. Date 7/29/2003
8. Marshfield Signature Series	Reg. No. 2,811,435	Reg. Date 2/3/2004
9. Marshfield Doors STAT!	Reg. No. 2,744,087	Reg. Date 7/29/2003
10. Three Doors Design	Reg. No. 2,665,664	Reg. Date 12/24/2002
11. Solid Doors. Solid Promises.	Reg. No. 2,408,812	Reg. Date 11/28/2000
12. Steam-Thru	Reg. No. 2,796,153	Reg. Date 12/16/2003
13. Styled	Reg. No. 2,602,230	Reg. Date 7/30/2002
14. Trim-Lite	Reg. No. 2,574,433	Reg. Date 5/28/2002
15. Variable Privacy	Reg. No. 2,811,471	Reg. Date 2/3/2004
16. Workable Surfaces	Reg. No. 2,811,472	Reg. Date 2/3/2004
17. Corner2	Reg. No. 3,050,822	Reg. Date 01/24/06
18. Bolection	Reg. No. 3,050,818	Reg. Date 01/24/06
19. You Design. We Create.	Reg. No. 3,135,216	Reg. Date 08/29/06
20. Uni-Cor St	Reg. No. 3,199,472	Reg. Date 01/16/07

TRADEMARK APPLICATIONS

21. Boundless Design	App. No. 78577749	Published 06/13/06
22. Cool Core	App. No. 76387096	Published 06/24/04
23. Edge	App. No. 78560253	App. Date 02/03/05