

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanley-Wood, LLC		10/23/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3512536	ADAPT!
Registration Number:	3015615	AMERICAN PRIDE
Registration Number:	3042638	COASTAL CONTRACTOR
Registration Number:	3240863	DEVELOPER
Registration Number:	3164791	EXPRESSIONS IN BRICK
Registration Number:	2997957	HANLEY WOOD INTERNATIONAL ROOFING EXPO
Registration Number:	3139875	HANLEY WOOD'S DIGITAL HOME
Registration Number:	2997953	INTERNATIONAL ROOFING EXPO
Registration Number:	3054657	JLC LIVE
Registration Number:	3018525	K+B STUDIO
Registration Number:	3000832	MASTERS OF DESIGN
Registration Number:	3060103	MEYERS
Registration Number:	3109313	MULTIFAMILY EXECUTIVE
Registration Number:	3073154	MULTIFAMILY EXECUTIVE MFE

OP \$565.00 3512536

Registration Number:	3143418	PLANSCONNECT
Registration Number:	3028721	RESIDENTIAL CONCRETE
Registration Number:	3219077	RESIDENTIAL DEVELOPER
Registration Number:	3028431	RESIDENTIAL PRO
Registration Number:	3161653	STONEXPO
Registration Number:	3022294	TECHNOLOGY FOR CONSTRUCTION
Registration Number:	3210253	UPSCALE REMODELING
Registration Number:	3023590	U.S. HOUSING MARKETS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33892
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/12/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2008, among HANLEY-WOOD, LLC, a Delaware limited liability company (the "Borrower") and CREDIT SUISSE ("Credit Suisse"), as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, FSC Holdings, LLC ("Holdings"), the lenders party thereto (the "Lenders"), Credit Suisse, as Administrative Agent, JPMorgan Chase Bank, N.A., as syndication agent, General Electric Capital Corporation, CIT Lending Services Corporation and Harris Nesbitt Financing Inc. as co-documentation agents, and Credit Suisse and J.P. Morgan Securities Inc. as joint lead arrangers and joint bookrunners and (b) the Guarantee and Collateral Agreement dated as of August 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, the Subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower, Holdings and the Subsidiary Parties will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Hanley-Wood, LLC (a "Grantor"), pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

HANLEY-WOOD, LLC,

by

Matthew Flynn

Name: Matthew Flynn

Title: CFO

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

by

Name:

Title:

by

Name:

Title:

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

HANLEY-WOOD, LLC,

by

Name:
Title:


CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

by



Name: JUDITH E. SMITH
Title: DIRECTOR

by



Name: Markus Frenzen
Title: *Assistant Vice President*

SIGNATURE PAGE TO HANLEY-WOOD, LLC
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003886 FRAME: 0622

Schedule I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Hanley-Wood, LLC	ADAPT!	78/638296	3512536
Hanley-Wood, LLC	AMERICAN PRIDE	78/489339	3015615
Hanley-Wood, LLC	COASTAL CONTRACTOR	78/374301	3042638
Hanley-Wood, LLC	DEVELOPER	78/669785	3240863
Hanley-Wood, LLC	EXPRESSIONS IN BRICK	78/621072	3164791
Hanley-Wood, LLC	HANLEY WOOD INTERNATIONAL ROOFING EXPO and Design	78/458763	2997957
Hanley-Wood, LLC	HANLEY WOOD'S DIGITAL HOME	78/380339	3139875
Hanley-Wood, LLC	INTERNATIONAL ROOFING EXPO and Design	78/458749	2997953
Hanley-Wood, LLC	JLC LIVE	78/558718	3054657
Hanley-Wood, LLC	K+B STUDIO	78/309798	3018525
Hanley-Wood, LLC	MASTERS OF DESIGN	78/318959	3000832
Hanley-Wood, LLC	MEYERS	78/494847	3060103
Hanley-Wood, LLC	MULTIFAMILY EXECUTIVE	78/669758	3109313
Hanley-Wood, LLC	MUTIFAMILY EXECUTIVE MFE and Design	78/558730	3073154
Hanley-Wood, LLC	PLANSCONNECT	78/535310	3143418
Hanley-Wood, LLC	RESIDENTIAL CONCRETE	78/517921	3028721
Hanley-Wood, LLC	RESIDENTIAL DEVELOPER	78/669768	3219077
Hanley-Wood, LLC	RESIDENTIAL PRO	78/502194	3028431
Hanley-Wood, LLC	STONEXPO	78/558658	3161653
Hanley-Wood, LLC	TECHNOLOGY FOR CONSTRUCTION	78/558683	3022294
Hanley-Wood, LLC	UPSCALE REMODELING	78/625992	3210253
Hanley-Wood, LLC	U.S. HOUSING MARKETS	78/502200	3023590