

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 |
|-------------------------|----------|----------------|----------------------------|
| Harvey Industries, Inc. | | 08/28/2009 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | 100 Federal Street |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3661743 | WE UNDERSTAND WHAT IT TAKES TO BE PART OF YOUR HOME |
| Registration Number: | 3592726 | HARVEY BUILDING PRODUCTS |
| Registration Number: | 3358856 | H HARVEY HOME. IMPROVED. |
| Registration Number: | 3599695 | TRIBUTE |
| Registration Number: | 3606834 | VIGILANCE |
| Registration Number: | 3606833 | VIGILANCE |
| Registration Number: | 2010298 | H HARVEY |
| Registration Number: | 2010297 | H HARVEY |
| Registration Number: | 2010296 | H HARVEY |
| Registration Number: | 2010299 | H HARVEY |

CORRESPONDENCE DATA

Fax Number: (617)316-8263

900142043

**TRADEMARK
 REEL: 004054 FRAME: 0384**

CH \$265.00 3661743

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

Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 2680-4005 |
| NAME OF SUBMITTER: | Adam M. Grandy |
| Signature: | /Adam M. Gandy/ |
| Date: | 08/28/2009 |

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 28, 2009, by HARVEY INDUSTRIES, INC. (the "*Pledgor*"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "*Administrative Agent*").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "*Security Agreement*") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

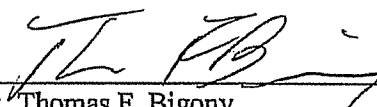
SECTION 4. Termination. Upon the termination of the Security Agreement as provided in Section 13.4(a) thereof, but subject to Section 13.4(b) thereof, (a) this Agreement shall terminate and (b) the Administrative Agent shall, promptly upon the request (and at the expense) of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

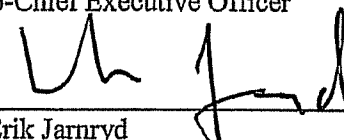
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

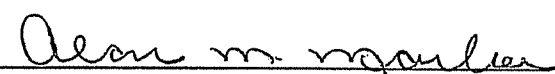
[signature page follows]

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

HARVEY INDUSTRIES, INC.

By: 
Name: Thomas F. Bigony
Title: Co-Chief Executive Officer

By: 
Name: Erik Jarnryd
Title: Co-Chief Executive Officer

By: 
Name: Alan M. Marlow
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name:

Roberto Salazar

Title:

Assistant Vice President.

(Trademark Security Agreement Signature Page)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|-------------------------|---|---------------------|-------------------|
| Harvey Industries, Inc. | WE UNDERSTAND WHAT IT TAKES TO BE PART OF YOUR HOME | 3,661,743 | July 28, 2009 |
| Harvey Industries | HARVEY BUILDING PRODUCTS | 3,592,726 | March 17, 2009 |
| Harvey Industries | HARVEY HOME IMPROVED and Design | 3,358,856 | December 25, 2007 |
| Harvey Industries | TRIBUTE | 3,599,695 | March 31, 2009 |
| Harvey Industries | VIGILANCE | 3,606,834 | April 14, 2009 |
| Harvey Industries | VIGILANCE | 3,606,833 | April 14, 2009 |
| Harvey Industries | HARVEY and design | 2,010,298 | October 22, 1996 |
| Harvey Industries | HARVEY and design | 2,010,297 | October 22, 1996 |
| Harvey Industries | HARVEY and design | 2,010,296 | October 22, 1996 |
| Harvey Industries | HARVEY and design | 2,010,299 | October 22, 1996 |

Trademark Applications: None

| OWNER | TRADEMARK | APPLICATION NUMBER | APPLICATION DATE |
|-------|-----------|--------------------|------------------|
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