

**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                            |
|--------------------------------|----------|----------------|--|
| ShelterLogic LLC               |          | 08/27/2009     | LIMITED LIABILITY COMPANY: CONNECTICUT |
| ShelterLogic Holdings LLC      |          | 08/27/2009     | LIMITED LIABILITY COMPANY: CONNECTICUT |
| ShelterLogic International LLC |          | 08/27/2009     | LIMITED PARTNERSHIP: CONNECTICUT       |
| North American A L.L.C.        |          | 08/27/2009     | LIMITED LIABILITY COMPANY: CONNECTICUT |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | NewStar Financial, Inc., as Administrative Agent and Collateral Agent |
| Street Address: | 500 Boylston Street, Suite 1600                                       |
| City:           | Boston  |
| State/Country:  | MASSACHUSETTS   |
| Postal Code:    | 02116   |
| Entity Type:    | CORPORATION: DELAWARE   |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Registration Number: | 3413678  | AUTOSHELTER             |
| Registration Number: | 3562657  | CLEARVIEW               |
| Registration Number: | 3508257  | KENNELLOGIC             |
| Serial Number:       | 77213367 | SHELTERLOCK             |
| Serial Number:       | 77324801 | QUICK CLAMP CANOPY      |
| Serial Number:       | 77324794 | SHADELOGIC              |
| Serial Number:       | 77176135 | RT BRAND ROUNDTOP BRAND |
| Serial Number:       | 77754033 | KENNEL IN A BOX         |

**CORRESPONDENCE DATA**

**900142971**

**TRADEMARK  
 REEL: 004059 FRAME: 0929**

**CH \$215.00 3413678**

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|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 240042-4         |
| NAME OF SUBMITTER:      | Adam M. Grandy   |
| Signature:              | /Adam M. Grandy/ |
| Date:                   | 09/11/2009       |

Total Attachments: 6  
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## SECURITY AGREEMENT (TRADEMARKS)

**WHEREAS** Shelterlogic LLC, Shelterlogic Holdings LLC, Shelterlogic International LLC and North American A L.L.C. (collectively, the "Pledgors"), each having an address at 150 Callender Road, Watertown, CT are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** each Pledgor is either a borrower or guarantor under the terms of a certain Amended and Restated Credit and Security Agreement, dated as of October 11, 2006 (as amended from time to time, the "Credit Agreement") among the Pledgors, the lenders from time to time party thereto, and NewStar Financial, Inc., as administrative agent and collateral agent for the lenders (the "Agent"), pursuant to which the Pledgors have granted to the Agent a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with

respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 27<sup>th</sup> day of AUGUST, 2009.

PLEDGORS:

SHELTERLOGIC LLC

By:   
Name: JAMES RAYMOND  
Title: PRESIDENT

SHELTERLOGIC HOLDINGS LLC

By:   
Name: JAMES RAYMOND  
Title: PRESIDENT

SHELTERLOGIC INTERNATIONAL LLC


By:   
Name: JAMES RAYMOND  
Title: PRESIDENT

NORTH AMERICAN A.L.L.C.

By:   
Name: JAMES RAYMOND  
Title: PRESIDENT

AGENT:

NEWSTAR FINANCIAL, INC.,  
as administrative agent and collateral agent

By: 

Name: Robert F. Milordi

Title: Managing Director

(Signature Page to Security Agreement (Trademarks))

**TRADEMARK**  
**REEL: 004059 FRAME: 0934**

**SCHEDULE A  
TO SECURITY AGREEMENT (TRADEMARKS)**

**REGISTERED TRADEMARKS**

| <b>Trademark</b>             | <b>Registration Number</b> | <b>Country</b> |
|------------------------------|----------------------------|----------------|
| COVER-IT                     | 1,732,452                  | United States  |
| COVER-IT                     | tma 431665                 | Canada         |
| CARPORT-IN-A-BOX             | 3,088,912                  | United States  |
| GARAGE-IN-A-BOX              | 3,122,719                  | United States  |
| INSTANT GARAGE               | 3,110,711                  | United States  |
| ROUNDTOP                     | 3,118,492                  | United States  |
| SHELTERLOGIC (word mark)     | 3,250,555                  | United States  |
| SHELTERLOGIC (stylized mark) | 3,250,556                  | United States  |
| CANOPY-IN-A-BOX              | 3,238,833                  | United States  |
| EASY HOOK                    | 3,195,621                  | United States  |
| SHED IN A BOX                | 3,203,045                  | United States  |
| CANOPY FACTORY               | 2,925,005                  | United States  |
| EQUINEDIRECT                 | 2,918,894                  | United States  |
| GROW IT                      | 1,839,441                  | United States  |
| NAOP                         | 3,014,885                  | United States  |
| NAOP (Canada)                | 1,196,009                  | Canada         |
| AUTOSHELTER                  | 3,413,678                  | United States  |
| CLEARVIEW                    | 3,562,657                  | United States  |
| KENNELLOGIC                  | 3,508,257                  | United States  |

**PENDING TRADEMARKS**

| <b>Trademark</b>    | <b>Serial Number</b> | <b>Country</b> |
|---------------------|----------------------|----------------|
| GREENHOUSE-IN-A-BOX | 78/486,099           | United States  |
| SHELTERLOCK         | 77/213367            | United States  |
| SHELTERLOCK         | 1371267              | Canada         |
| QUICK CLAMP CANOPY  | 77/324801            | United States  |
| SHADELOGIC          | 77/324794            | United States  |
| AUTOSHELTER         | 1371270              | Canada         |

|                       |           |               |
|-----------------------|-----------|---------------|
| CLEARVIEW             | 1324400   | Canada        |
| RT BRAND (and design) | 77/176135 | United States |
| RT BRAND (and design) | 1371266   | Canada        |
| KENNEL IN A BOX       | 77/754033 | United States |
| CANOPY FACTORY        | 1441562   | Canada        |
| KENNEL LOGIC          | 1408480   | Canada        |
| QUICK CLAMP CANOPY    | 1394583   | Canada        |
| SHADE LOGIC           | 0394584   | Canada        |