

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
Universal Supply Company, LLC		01/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, Individually and as Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2944964	XBOARD	
Registration Number:	2955615	XTERIOR SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Nora Hudge, Paralegal		
Address Line 1:	301 East Liberty, Suite 500		
Address Line 2:	Dickinson Wright, PLLC		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	37890-008		
NAME OF SUBMITTER:	Nora Hudge, Paralegal		
Signature:	/Nora Hudge/		

OP \$65.00 2944964

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TRADEMARK
REEL: 004147 FRAME: 0262

Date:

02/10/2010

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of January 13, 2010 by UNIVERSAL ACQUISITION COMPANY, LLC, a Delaware limited liability company which will change its name to UNIVERSAL SUPPLY COMPANY, LLC concurrently with the consummation of the Transaction (as defined in the Credit Agreement as defined below) (the "*Company*") and each of the Subsidiaries of the Company signatories hereto (each Subsidiary, together with the Company, are individually hereinafter referred to as a "*Grantor*" or collectively hereinafter referred to as the "*Grantors*"), in favor of PNC Bank, National Association in its capacity as agent for certain financial institutions (in such capacity, the "*Agent*").

RECITALS

A. The Grantors have entered into a Revolving Credit and Security Agreement dated on or about the same date as this Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any registrations issuing on any trademark application and any renewals of any trademark registrations, reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

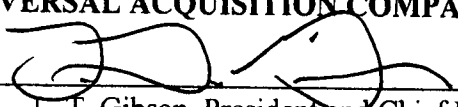
- (3) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any continuations, continuations-in-part or divisionals, reissues, re-examination certificates, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

UNIVERSAL ACQUISITION COMPANY, LLC

By: 
L. T. Gibson, President and Chief Executive Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

By: _____
Angus J. White, Senior Vice President

*Signature Page to Patent & Trademark
Security Agreement*

**TRADEMARK
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The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

UNIVERSAL ACQUISITION COMPANY, LLC

By: _____
L. T. Gibson, President and Chief Executive Officer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

By: 
Angus J. White, Senior Vice President

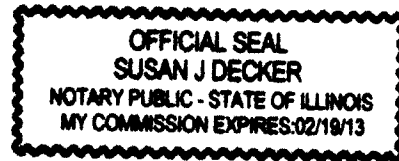
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Security Agreement*

TRADEMARK
REEL: 004147 FRAME: 0267

STATE OF Illinois)
) ss
COUNTY OF Lake)

On this 13 day of January, 2010, before me personally appeared L. T. Gibson whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the President and Chief Executive Officer of Universal Acquisition Company, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Susan J Decker
Notary Public
County, Michigan
Acting in Lake County, Illinois
My Commission Expires: 2/19/13



STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 13 day of January, 2010 by Angus J. White, the Senior Vice President of PNC Bank, National Association, on behalf of the corporation.

DIANE M. WILLIAMS
Notary Public, Wayne County, Michigan
My Commission Expires December 5, 2010
Acting in Wayne County

Diane M. Williams
Notary Public
Wayne County, Michigan
Acting in Wayne County, MI
My Commission Expires: 12-5-2010

Foreign Applications

Owner	Mark	Country	Application Number	Filing Date	Status

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Owner	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application

DETROIT 37890-8 1143252v2