

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		09/10/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
Shelterlogic Holdings LLC		09/10/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
Shelterlogic International LLC		09/10/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
North American A, LLC		09/10/2009	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Albion Mezzanine Fund II, L.P., as Agent
Street Address:	75 ROCKEFELLER PLAZA
Internal Address:	15TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3413678	AUTOSHELTER
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

900159113

**TRADEMARK
 REEL: 004181 FRAME: 0875**

OP \$190.00 3413678

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
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Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5702.005
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/07/2010

Total Attachments: 6
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FIRST AMENDMENT TO SECURITY AGREEMENT (TRADEMARKS)

This First Amendment to Security Agreement (Trademarks), dated as of September 10, 2009 (this "Amendment"), is by and among Shelterlogic LLC, Shelterlogic Holdings LLC, Shelterlogic International LLC and North American A, LLC (collectively, the "Pledgors"), and Albion Mezzanine Fund II, L.P., as agent for the Noteholders (the "Agent").

W I T N E S S E T H:

WHEREAS, Pledgors and Agent are parties to that certain Security Agreement (Trademarks), dated as of October 11, 2006 (as amended, restated, modified or supplemented from time to time, the "Security Agreement (Trademarks)"), entered into in connection with that certain Senior Subordinated Credit, Guaranty and Security Agreement, dated as of October 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Pledgors and Agent have agreed to amend the Security Agreement (Trademarks) in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Security Agreement (Trademarks). Schedule A to the Security Agreement (Trademarks) is hereby amended and restated in its entirety as set forth on Schedule A attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW,

SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

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

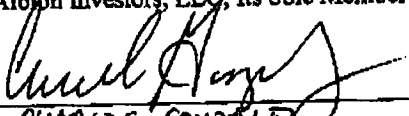
NORTH AMERICAN A, LLC

By 
Name JAMES RAYMOND
Title PRESIDENT

AGENT:

ALBION MEZZANINE FUND II, L.P.,
as agent

By: AA Mezz II GP, LLC, Its General Partner
By: Albion Investors, LLC, Its Sole Member

By 
Name CHARLES GONZALEZ
Title MANAGING DIRECTOR

SCHEDULE A**SCHEDULE A**

to

SECURITY AGREEMENT (TRADEMARKS)**REGISTERED TRADEMARKS**

Trademark	Registration Number	Country
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)	tma 678059	Canada
AUTOSHELTER	3,413,678	United States
CLEARVIEW	3,562,657	United States
KENNELLOGIC	3,508,257	United States

PENDING TRADEMARKS

Trademark	Serial Number	Country
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
SHADELOGIC	0394584	Canada

First Amendment to Security Agreement (Trademarks)