

05-14-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent and

and documents or the new address(es) below.

1. Name of conveying party(ies):

Precision Doors & Hardware, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company (Delaware)

Citizenship (see guidelines) Delaware (USA)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

- Execution Date(s) _____
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: RBC Bank (USA)

Internal

Address: _____

Street Address: 200 Providence Road, Suite 300

City: Charlotte

State: North Carolina

Country: USA Zip: 28207

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina (USA)
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,389,418 and 3,210,970

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

3,389,418 - PRECISION DOORS & HARDWARE and Design and 3,210,970 - PRECISION DOORS & HARDWARE, INC. and Design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: RBC Bank (USA)

Internal Address: Robert Spencer

Street Address: 200 Providence Road, Suite 300

City: Charlotte

State: North Carolina Zip: 28207

Phone Number: 704-686-1903

Fax Number: 704-686-1164

Email Address: bob.spencer@rbc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

05/14/2010 LMUELLER 00000001 3389418

Deposit Account Number 01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Authorized User Name _____

9. Signature:

Martin G. Flyke
Signature

Martin G. Flyke

Name of Person Signing

May 11, 2010
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004206 FRAME: 0215

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 30, 2010 by and among **PRECISION DOORS & HARDWARE, LLC**, a Delaware limited liability company, (the "Grantor"), having its chief executive office at 3916 Westpoint Boulevard, Winston-Salem, North Carolina 27103 and **RBC BANK (USA)**, a North Carolina banking corporation (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor and the Secured Party and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

"**Trademarks**" means collectively, all of the following of any Grantor: (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under any Requirement of Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule A hereto, (b) all reissues, extensions,

continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

“**Trademark License**” means any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule B.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRECISION DOORS & HARDWARE, LLC, a Delaware limited liability company

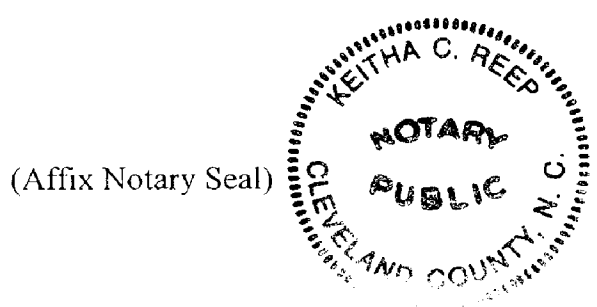
BY: THE COOK AND BOARDMAN GROUP, LLC, a Delaware limited liability company, its manager

By: *Julianne Marley*
Name: Julianne Marley
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by Julianne Marley, who personally appeared before me this day and acknowledged that she is the VICE PRESIDENT of THE COOK & BOARDMAN GROUP, LLC, a Delaware limited liability company, the manager ("Manager") of PRECISION DOORS & HARDWARE, LLC, a Delaware limited liability company, (the "Limited Liability Company") and that she, as Vice President of the Manager of the Limited Liability Company being authorized to do so, executed the foregoing on behalf of the Limited Liability Company, and is personally known to me or has produced _____ as identification.

Witness my hand and official seal this 29th day of April, 2010.

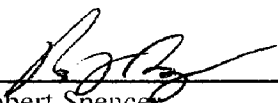


By: *Keitha C. Reep*
Notary Public in and for the State of North Carolina
Printed Name: Keitha C. Reep
My Commission Expires: April 1, 2012

[Trademark Security Agreement]

Agreed and Accepted as of the 30th day of
April , 2010.

RBC BANK (USA),

By: 
Name; Robert Spencer
Title: Senior Vice President

[Trademark Security Agreement –]

4819-8837-9907.01

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Registration Date	Country
PRECISION DOORS & HARDWARE and Design	3,389,418	02/26/2008	USA
PRECISION DOORS & HARDWARE, INC. and Design	3,210,970	02/20/2007	USA

TRADEMARK

REEL: 004206 FRAME: 0220

TRADEMARK LICENSES

[None.]