

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		05/27/2010	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	115 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	federally-chartered banking corporation: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1732452	COVER-IT
Registration Number:	3088912	CARPORT-IN-A-BOX
Registration Number:	3122719	GARAGE-IN-A-BOX
Registration Number:	3110711	INSTANT GARAGE
Registration Number:	3118492	ROUNDTOP
Registration Number:	3238833	CANOPY-IN-A-BOX
Registration Number:	3195621	EASY HOOK
Registration Number:	3203045	SHED IN A BOX
Registration Number:	2925005	CANOPY FACTORY
Registration Number:	2918894	EQUINEDIRECT
Registration Number:	1839441	GROW IT
Registration Number:	3014885	NAOP
Registration Number:	3413678	AUTOSHELTER
Registration Number:	3562657	CLEARVIEW

OP \$590.00 1732452

900163173

**TRADEMARK
 REEL: 004213 FRAME: 0814**

Registration Number:	3508257	KENNELLOGIC
Registration Number:	3686615	SHELTERLOCK
Registration Number:	2451281	PROTECT-IT ALL WEATHER SHELTERS
Registration Number:	3737511	QUICK CLAMP CANOPY
Registration Number:	3737510	SHADELOGIC
Registration Number:	3734632	RT BRAND ROUNDTOP BRAND
Serial Number:	77754033	KENNEL IN A BOX
Serial Number:	77826813	LANDOWNER
Serial Number:	77955718	SHELTERTECH

CORRESPONDENCE DATA

Fax Number: (860)331-2699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (860) 331-2698
Email: dpraus@haslaw.com
Correspondent Name: Danielle Ryan-Praus
Address Line 1: 20 Church Street
Address Line 2: Hinckley Allen & Snyder LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Thomas S. Marrion
Signature:	/Thomas S. Marrion/
Date:	05/27/2010

Total Attachments: 9

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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 Loan and Security Agreement, dated as of May 27, 2010 (the "Credit Agreement") among the Pledgors and Sovereign Bank (the "Lender"), pursuant to which the Pledgors have granted to the Lender 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, the Lender 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 Lender, and grant to the Lender security interests 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 Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender 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 State of Connecticut.

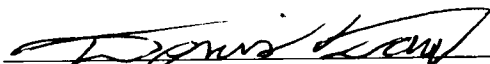
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each of the Pledgors and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of May, 2010.

PLEDGORS:

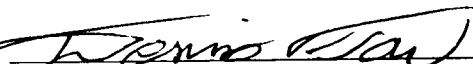
SHELTERLOGIC LLC

By: 
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

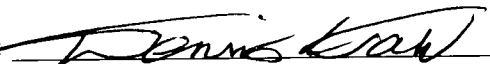
SHELTERLOGIC HOLDINGS LLC

By: 
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

SHELTERLOGIC INTERNATIONAL LLC

By: 
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

NORTH AMERICAN A L.L.C.

By: 
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

LENDER:

SOVEREIGN BANK

By: _____
Name: Kim B. Bushey
Title: Senior Vice President

IN WITNESS WHEREOF, each of the Pledgors and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of May, 2010.

PLEDGORS:

SHELTERLOGIC LLC

By: _____
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

SHELTERLOGIC HOLDINGS LLC

By: _____
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

SHELTERLOGIC INTERNATIONAL LLC

By: _____
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

NORTH AMERICAN A L.L.C.

By: _____
Name: Dennis Tar
Title: Vice President and Chief Financial Officer

LENDER:

SOVEREIGN BANK

By: Kim B. Bushey
Name: Kim B. Bushey
Title: Senior Vice President

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

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
COVER-IT	ShelterLogic LLC	This registration has been renewed	1,732,452	November 17, 1992
COVER-IT (Canada)	ShelterLogic LLC	N/A (Canada)	tma 431665	Unknown (Canada)
CARPORT-IN-A-BOX	ShelterLogic LLC	Registered	3,088,912	May 2, 2006
GARAGE-IN-A-BOX	ShelterLogic LLC	Registered	3,122,719	August 1, 2006
INSTANT GARAGE	ShelterLogic LLC	Registered	3,110,711	June 27, 2006
ROUNDTOP	ShelterLogic LLC	Registered	3,118,492	July 18, 2006
SHELTERLOGIC (word mark)	ShelterLogic Holdings LLC	Registered	3,250,555	June 12, 2007
SHELTERLOGIC (stylized mark)	ShelterLogic Holdings LLC	Registered	3,250,556	June 12, 2007
CANOPY-IN-A-BOX	ShelterLogic LLC	Registered	3,238,833	May 8, 2007
EASY HOOK	ShelterLogic LLC	Registered	3,195,621	January 9, 2007
SHED IN A BOX	ShelterLogic LLC	Registered	3,203,045	January 23, 2007
CANOPY FACTORY	ShelterLogic LLC	Registered	2,925,005	February 8, 2005
EQUINEDIRECT	ShelterLogic LLC	Registered	2,918,894	January 18, 2005
GROW IT	ShelterLogic LLC	This registration has been renewed	1,839,441	June 14, 1994
NAOP	ShelterLogic LLC	Registered	3,014,885	November 15, 2005

NAOP (Canada)	ShelterLogic LLC	N/A (Canada)	1,196,009	Unknown (Canada)
AUTOSHELTER	ShelterLogic LLC	Registered	3,413,678	April 15, 2008
CLEARVIEW	ShelterLogic LLC	Registered	3,562,657	January 13, 2009
KENNELLOGIC	ShelterLogic LLC	Registered	3,508,257	September 30, 2008
SHELTERLOCK	ShelterLogic LLC	Registered	3,686,615	September 22, 2009
PROTECT-IT ALL WEATHER SHELTERS	ShelterLogic LLC	Registration Canceled Under Section 8	2,451,281	May 15, 2001
QUICK CLAMP CANOPY	ShelterLogic LLC	Registered	3737511	January 12, 2010
SHADELOGIC	ShelterLogic LLC	Registered	3737510	January 1, 2010
RT BRAND (and design)	ShelterLogic LLC	Registered	3734632	January 5, 2010

PENDING TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial Number</u>	<u>Filing Date</u>
SHELTERLOCK (Canada)	ShelterLogic LLC	N/A (Canada)	1371267	Unknown (Canada)
AUTOSHELTER (Canada)	ShelterLogic LLC	N/A (Canada)	1371270	Unknown (Canada)
CLEARVIEW (Canada)	ShelterLogic LLC	N/A (Canada)	1324400	Unknown (Canada)
RT BRAND (and design) (Canada)	ShelterLogic LLC	N/A (Canada)	1371266	Unknown (Canada)
KENNEL IN A BOX	ShelterLogic LLC	Opposition period completed, a Notice of Allowance has been issued	77/754033	August 6, 2009

CANOPY FACTORY (Canada)	ShelterLogic LLC	N/A (Canada)	1441562	Unknown (Canada)
KENNEL LOGIC (Canada)	ShelterLogic LLC	N/A (Canada)	1408480	Unknown (Canada)
QUICK CLAMP CANOPY (Canada)	ShelterLogic LLC	N/A (Canada)	1394583	Unknown (Canada)
SHADE LOGIC (Canada)	ShelterLogic LLC	N/A (Canada)	0394584	Unknown (Canada)
LANDOWNER	ShelterLogic LLC	A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registerability of the mark has been made.	77/826813	September 15, 2009
WE COVER EVERYTHING UNDER THE SUN	ShelterLogic LLC	Abandoned: No Statement of Use filed after Notice of Allowance was issued	78/404580	April 20, 2004
GREENHOUSE IN A BOX	ShelterLogic LLC	Abandoned – Failure to Respond or Late Response	78/486099	September 20, 2004
BLUE DIAMOND	North American A L.L.C.	Abandoned: No Statement of Use filed	76/570458	January 16, 2004

		after Notice of Allowance was issued.		
SURE FIRE	North American A L.L.C.	Abandoned – Failure to Respond or Late Response	75/494671	June 1, 1998
SHELTERTECH	ShelterLogic LLC	Newly filed application, not yet assigned to an examining attorney	77/955718	March 10, 2010

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