

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																				
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																				
<b>CONVEYING PARTY DATA</b>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>SHELTERLOGIC LLC</td> <td></td> <td>05/27/2010</td> <td>LIMITED LIABILITY COMPANY: CONNECTICUT</td> </tr> <tr> <td>SHELTERLOGIC HOLDINGS LLC</td> <td></td> <td>05/27/2010</td> <td>LIMITED LIABILITY COMPANY: CONNECTICUT</td> </tr> <tr> <td>SHELTERLOGIC INTERNATIONAL LLC</td> <td></td> <td>05/27/2010</td> <td>LIMITED LIABILITY COMPANY: CONNECTICUT</td> </tr> <tr> <td>NORTH AMERICAN A, LLC</td> <td></td> <td>05/27/2010</td> <td>LIMITED LIABILITY COMPANY: CONNECTICUT</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	SHELTERLOGIC LLC		05/27/2010	LIMITED LIABILITY COMPANY: CONNECTICUT	SHELTERLOGIC HOLDINGS LLC		05/27/2010	LIMITED LIABILITY COMPANY: CONNECTICUT	SHELTERLOGIC INTERNATIONAL LLC		05/27/2010	LIMITED LIABILITY COMPANY: CONNECTICUT	NORTH AMERICAN A, LLC		05/27/2010	LIMITED LIABILITY COMPANY: CONNECTICUT
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<b>PROPERTY NUMBERS Total: 1</b>																					
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<b>CORRESPONDENCE DATA</b>																					
<b>Fax Number:</b>	(312)863-7806																				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																					
<b>Phone:</b>	312-863-7198																				
<b>Email:</b>	nancy.brougher@goldbergekohn.com																				
<b>Correspondent Name:</b>	Nancy Brougher																				
<b>Address Line 1:</b>	Goldberg Kohn Ltd.																				
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300																				

OP \$40.00 77826813

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5702.005
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	05/27/2010
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**Total Attachments: 6**

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## SECOND AMENDMENT TO SECURITY AGREEMENT (TRADEMARKS)

This Second Amendment to Security Agreement (Trademarks), dated as of May 27, 2010 (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,

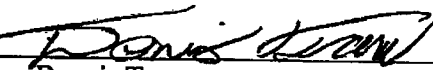
SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

\* \* \* \*


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

PLEDGORS:

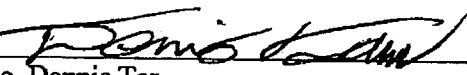
SHELTERLOGIC LLC

By   
Name Dennis Tar  
Title Vice President and Chief Financial Office


SHELTERLOGIC HOLDINGS LLC

By   
Name Dennis Tar  
Title Vice President and Chief Financial Office

SHELTERLOGIC INTERNATIONAL LLC

By   
Name Dennis Tar  
Title Vice President and Chief Financial Office

NORTH AMERICAN A, LLC


By   
Name Dennis Tar  
Title Vice President and Chief Financial Office

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 Mark Arnold

Title Managing Member

**SCHEDULE A**

SCHEDULE A  
to  
SECURITY AGREEMENT (TRADEMARKS)  
**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
COVER-IT	ShelterLogic LLC	This registration has been renewed	1,732,452	November 17, 1992
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
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	ShelterLogic LLC	Registration	2,451,281	May 15, 2001

WEATHER SHELTERS		Canceled Under Section 8		
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**

<b>Trademark</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Federal Serial Number</b>	<b>Filing Date</b>
KENNEL IN A BOX	ShelterLogic LLC	Opposition period completed, a Notice of Allowance has been issued	77/754033	August 6, 2009
LANDOWNER	ShelterLogic LLC	A non-final action has been mailed.	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 after Notice of Allowance was issued.	76/570458	January 16, 2004
SURE FIRE	North American A L.L.C.	Abandoned – Failure to Respond or Late Response	75/494671	June 1, 1998