# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Affordable Interior Systems, LLC | | 06/30/2010 | LIMITED LIABILITY COMPANY: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | 300 Commercial Street |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 77111433 | AIS DIVI |
| Serial Number: | 77061168 | DIVI |

CORRESPONDENCE DATA

Fax Number: (617)502-5162
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 6172485000
Email: kschoff@choate.com
Correspondent Name: Choate Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 2009539-0002 |
| NAME OF SUBMITTER: | Kell L. Schoff |
| Signature: | /Kell L. Schoff/ |

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|---|---|
| Date: | 07/27/2010 |

Total Attachments: 9
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# PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 30, 2010, is made by and between Affordable Interior Systems, LLC, a Massachusetts limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained herein and in the other Loan Documents, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Subject to the terms of the Sankaty Intercreditor Agreement, Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest")with power of sale to the extent permitted by law in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the other

personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or exclusively licensed by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, exclusively licenses or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect in all material respects the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon receipt by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or exclusively licensed by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the business of the Loan Parties. If after the date hereof, Company owns or exclusively licenses any Trademarks not listed on Exhibit B (other than common law marks which are not material to the business of the Loan Parties), or if Exhibit B ceases to accurately reflect in all material respects the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon receipt by Wells Fargo shall become part of this Agreement.

(d) **Guarantors**. As of the date hereof, no Guarantor owns, exclusively licenses or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Guarantor owns or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Guarantor to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Guarantor to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.



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(e) **Title.** Company exclusively owns or has an exclusive license rights to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, exclusive ownership or exclusive license rights to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business as determined in good faith by Company, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is material to the business of the Loan Parties, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any such material Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action**. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) business days after Wells Fargo gives Company written notice thereof, or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark that is material to the business of the Loan Parties, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) In the event that Wells Faro takes action or exercises its rights under this Agreement, Wells Fargo (1) shall be entitled to the reimbursement of its costs and expenses related thereto in accordance with Section 7.7 of the Credit Agreement, and (2) shall have the right to take such action and/or exercise such rights on behalf of the



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Company, to the full extent permitted under the Power of Attorney granted to Wells Fargo in Section 5.28 of the Credit Agreement.

4. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, except to the extent Wells Fargo elects to exercise its remedies in respect thereof in accordance with the terms of this Agreement during a Default Period.

5. [*Reserved*].

6. Remedies. During a Default Period, Wells Fargo may exercise any or all remedies available under the Credit Agreement, including the taking the following actions:

(a) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and

(b) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Termination. Upon (1) any sale or other transfer of any Patent or Trademark permitted by the Credit Agreement, or (2) payment in full of the Indebtedness (other than contingent obligations not yet accrued and payable and any L/C Amount that has been cash collateralized as required by the Credit Agreement) and termination of the Line of Credit, upon written request of Company, the Collateral Agent shall execute, acknowledge, and deliver to Company an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest under this Agreement in (x) such sold or otherwise transferred Patent or Trademark in the case of a sale or other transfer, or (y) all Patents and Trademarks in the case of such payment of full of the Indebtedness and termination of the Line of Credit, and upon such execution, acknowledgement or delivery, the lien on and security interest in and to Company's right, title, and interest in, to and under such transferred Patents and Trademarks or all Patents and Trademarks, as applicable, pursuant to this Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to Company.

8. Sankaty Intercreditor Agreement. Company and Wells Fargo acknowledge that the exercise of certain of Wells Fargo's rights and remedies hereunder may be subject to, and restricted by, the provisions of the Sankaty Intercreditor Agreement. Without limiting the generality of the foregoing, until the Sankaty Intercreditor Agreement shall be terminated, (i) any delivery of any Term Priority Collateral to Wells Fargo required hereunder shall be to the Term Collateral Agent and (ii) any right of Wells Fargo to require Company to cause Wells Fargo to obtain exclusive control of any Term Priority Collateral, shall be vested in Term Collateral Agent (subject to the right of Wells Fargo to also have control thereof in



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accordance with the terms of the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of the Sankaty Intercreditor Agreement and this Agreement, the provisions of the Sankaty Intercreditor Agreement shall control. For the avoidance of doubt, Company shall not be required by the provisions of this Agreement to take any actions in contravention of the provisions of the Sankaty Intercreditor Agreement.

9. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and subject to Section 7 of this Agreement, the Security Interest can be released, only explicitly in a writing signed by Wells Fargo, and in the case of amendment or modification of the list of Patents and Trademarks set forth on Exhibit A and Exhibit B, in a writing signed by Company. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application (except to the extent provided in the Credit Agreement). This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the substantive laws of The Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.



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**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Affordable Interior Systems, LLC
4 Bonazzoli Avenue
Hudson, MA 01749

AFFORDABLE INTERIOR SYSTEMS, LLC

By: [signature]
Its Chief Financial Officer

Wells Fargo Bank, National Association
300 Commercial Street
Boston, MA 02109

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Patricia Petrin, Authorized Signatory

STATE OF _____ )
)
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this 24TH day of JUNE, 2010, by BRYAN POIST, the CFO of AFFORDABLE INTERIOR SYSTEMS, LLC MASSACHUSETTS corporation, on behalf of the corporation.

AMY M. BEAULIEU
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2016

[signature]
Notary Public

STATE OF _____ )
)
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by _____, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

_____
Notary Public

[Signature Page to Patent and Trademark Security Agreement]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Affordable Interior Systems, LLC

_____

_____

_____

_____

AFFORDABLE INTERIOR SYSTEMS, LLC

By: _____
Its President

Wells Fargo Bank, National Association
300 Commercial Street
Boston, MA 02109

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Patricia Petrin
Patricia Petrin, Authorized Signatory

STATE OF _____ )
)
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this __ day of _____, 2010, by _____, the President of _____, a _____ corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MA )
)
COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 30th day of June, 2010, by Patricia Petrin, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Dorothy M. Lyons
Notary Public
My Commission Expires: June 20, 2014

[Signature Page to Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

| Title | Patent Number | Issue Date |
| --- | --- | --- |
| Modular wall panels | D/161,716 | 01/13/2004 |

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

| Mark | Registration Number | Registration Date |
|---|---|---|
| AIS DIVI (Trademark) | 77111433 | Filed 02/20/2007 |
| DIVI (Trademark) | 77061168 | Filed 12/11/2006 |

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

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