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
Martin Door Manufacturing		03/17/2011	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	U.S. Bank National Association	
Street Address:	170 South Main Street	
Internal Address:	6th Floor	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84101	
Entity Type:	CORPORATION: MINNESOTA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2582341	MARTIN DOOR MANUFACTURING
Registration Number:	2578782	MARTIN GARAGE DOORS
Registration Number:	2578781	MARTIN DOORS
Registration Number:	2578780	MARTIN DOOR

CORRESPONDENCE DATA

Fax Number: (801)532-7543

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

801-532-1500 Phone: Email: bowen@rqn.com Correspondent Name: S. Brandon Owen 36 South State Street Address Line 1:

Suite 1400 Address Line 2:

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: S. Brandon Owen

TRADEMARK

REEL: 004512 FRAME: 0902

Signature:	/S. Brandon Owen/	
Date:	03/31/2011	
Total Attachments: 4 source=MDMTrademark#page1.tif source=MDMTrademark#page2.tif source=MDMTrademark#page3.tif source=MDMTrademark#page4.tif		

TRADEMARK
REEL: 004512 FRAME: 0903

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March /, 2011, is made by Martin Door Manufacturing, a Utah corporation ("Grantor"), in favor of U.S. Bank National Association ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated May 31, 2001 (as amended most recently by an Amendment to Loan Documents dated on or about the date of this Agreement, the "Loan Agreement") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make credit available to Grantor; and

WHEREAS, Grantor is party to the "Security Agreements" (as defined in the Amendment to Loan Documents dated on or about the date of this Agreement), pursuant to which Grantor is executing and delivering this Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the obligations under the Loan Agreement and the other Loan Documents, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of Grantor (the "Trademark Collateral"):
- (a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's trademarks subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

Martin Door Manufacturing, a Utah corporation

as Grantor

By:___<u>米</u>

Title: CHAIRMAN & CEO

ACCEPTED AND AGREED as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: __ Title: __

Roger Gross Vice President

1126326.01

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. MARTIN DOOR MANUFACTURING

United States Service Mark Registration No.: 2,582,341 Registration Date: June 18, 2002

K&M File: 8442.35

2. MARTIN GARAGE DOORS

United States Service Mark Registration No.: 2,578,782 Registration Date: June 11, 2002

K&M File: 8442.38

3. MARTIN DOORS

U.S. Trademark Registration Registration No.: 2,578,781 Registered: June 11, 2002

K&M File: 8442.39

4. MARTIN DOOR

U.S. Trademark Registration Registration No.: 2,578,780 Registered: June 11, 2002

K&M File: 8442.40

RECORDED: 03/31/2011

TRADEMARK REEL: 004512 FRAME: 0907