

TO:NICK TAYLOR COMPANY:877 MAIN STREET

05/31/2011

Electronic Version v1.1

Stylesheet Version v1.1



103626121

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B S & S. Services, Inc		05/05/2011	CORPORATION TEXAS

RECEIVING PARTY DATA

Name:	Alpine Investors IV SBIC, LP
Street Address:	Three Embarcadero Center, Suite 2330
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE [GP Alpine General Partner IV, LLC (DE)]

Name:	Skylight Berkeys LLC
Street Address:	811 Union Street, Suite 3200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	LIMITED LIABILITY COMPANY. Delaware [Manager: Skylight Capital, LLC (DE)]

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3840581	BERKEYS

CORRESPONDENCE DATA

Fax Number: (208)954-5259
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 208 344 6000
 Email: srussell@hawleytroxell.com
 Correspondent Name: Nick Taylor
 Address Line 1: 877 Main Street
 Address Line 4: Boise, IDAHO 83702

OP \$40.00 3840581

6/1/2011 4:12:56 PM

USPTO

Tom Jones

Hawley Troxell

Page 7

5/27/2011 12:57:04 PM PAGE 5/010 Fax Server

TO: NICK TAYLOR COMPANY: 877 MAIN STREET

NAME OF SUBMITTER:	Nick Taylor
Signature:	/Nick Taylor/
Date:	05/05/2011
<p>Total Attachments: 5 source=Trademark Security Agreement (Berkeys)#page1.tif source=Trademark Security Agreement (Berkeys)#page2.tif source=Trademark Security Agreement (Berkeys)#page3.tif source=Trademark Security Agreement (Berkeys)#page4.tif source=Trademark Security Agreement (Berkeys)#page5.tif</p>	

TO:NICK TAYLOR COMPANY:877 MAIN STREET

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made May 5, 2011, by and among B. S. & S. SERVICES, INC., a Texas corporation ("*B. S. & S.*" or, after giving effect to the Merger, "*Borrower*"), and ALPINE INVESTORS IV SBIC, LP, a Delaware limited partnership ("*Alpine*") and SKYLIGHT BERKEYS, LLC, a Delaware limited liability company ("*Skylight*," and together with Alpine, each a "*Lender*" and collectively the "*Lenders*").

RECITALS

WHEREAS, Berkeys, Inc., a Texas corporation ("*Berkeys*"), has entered into that certain Subordinated Loan Agreement of even date herewith (as amended from time to time, the "*Loan Agreement*"), pursuant to which the Lenders have agreed to make a Loan to Berkeys;

WHEREAS, substantially contemporaneous with the Closing of the Loan Agreement, Berkeys is to be merged with and into B. S. & S., with B. S. & S. as the surviving Person (the "*Merger*"), and after giving effect to the Merger, B. S. & S. will constitute the "*Borrower*" under the Loan Agreement and all other Loan Documents (including this Agreement); and

WHEREAS, as a condition to the Closing of the Loan Agreement, Borrower is required to enter into this Agreement and grant (after giving effect to the Merger) to Lenders, as additional security for the Obligations, a security interest in certain Proprietary Rights of Borrower, under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Loan Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Borrower hereby assigns to the Lenders for collateral purposes and grants to Lenders a continuing security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*");

(a) all of Borrower's material trademarks, and rights in or to any other trademarks licensed to Borrower, including those referred to on Schedule I attached hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, modifications, renewals of, or improvements on, the foregoing;

(c) all goodwill of the business connected with the use of, or symbolized by, each trademark of the Borrower or each trademark licensed to the Borrower; and

(d) all products and proceeds of the foregoing, including, without limitation, (i) any claim by the Borrower against third parties for past, present or future infringement or dilution of any trademark or

TRADEMARK SECURITY AGREEMENT 1

43761 0009 2351332.2

TO:NICK TAYLOR COMPANY 877 MAIN STREET

any trademark licensed to the Borrower or (ii) any injury to the goodwill associated with any trademark of the Borrower or any trademark licensed to the Borrower.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT** If the Borrower shall obtain rights to any new patentable inventions or trademarks, or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lenders with respect to any such new patent or trademark rights. Without limiting the Borrower's obligations under this Section 4, Borrower hereby authorizes Lenders unilaterally to modify this Agreement by amending Schedule I to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lenders' continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **SUBORDINATION.** This Agreement is subject to the terms and conditions of the Subordination Agreement with the Senior Lender.

6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement 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 against 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.

(Signature(s) on following page(s).)

6/1/2011 4:15:18 PM
USPTO

Tom Jones
5/27/2011 12:57:04 PM

Hawley Troxell
PAGE 8/010 Fax Server

Page 10

TO: NICK TAYLOR COMPANY: 877 MAIN STREET

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered as of the date first set forth above.

BORROWER:

B. S. & S. SERVICES, INC.

By: 

Collin Hathaway, President

LENDERS.

ALPINE INVESTORS IV SBIC, LP

By: Alpine General Partner IV, LLC
its Sole Member

By: _____

Graham C. Weaver

SKYLIGHT BERKEYS, LLC

By: Skylight Capital, LLC
its Manager

By: 

Collin Hathaway, Manager

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004559 FRAME: 0030

6/1/2011 4:15:18 PM
USPTO

Tom Jones
5/27/2011 12:57:04 PM

Hawley Troxell
PAGE 9/010 Fax Server

Page 11

TO: NICK TAYLOR COMPANY: 877 MAIN STREET

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered as of the date first set forth above.

BORROWER:

B. S. & S. SERVICES, INC.

By: _____
Collin Hathaway, President

LENDERS:

ALPINE INVESTORS IV SBIC, LP

By: Alpine General Partner IV, LLC
its Sole Member

By: _____
Graham C. Weaver

SKYLIGHT BERKEYS, LLC

By: Skylight Capital, LLC
its Manager

By: _____
Collin Hathaway, Manager

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

6/1/2011 4:15:54 PM
USPTO

Tom Jones
5/27/2011 12:57:04 PM

Hawley Troxell
PAGE 10/010 Fax Server

Page 12

TO:NICK TAYLOR COMPANY:877 MAIN STREET

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Country	Trademark	Trademark Number	Date
U.S.	BERKEYS	Reg No. 3840581	8/31/2010

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

43/61 0009 2251398 2

RECORDED: 05/05/2011

TRADEMARK
REEL: 004559 FRAME: 0032