

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
Binswanger Enterprises, LLC		06/17/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Financing, Inc.
Street Address:	115 South LaSalle Street
Internal Address:	Attn: Client Services, Department 17 West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
Internal Address:	Attn: Client Services, Department 17 West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1669313	BINSWANGER GLASS
Registration Number:	1669460	BINSWANGER MIRROR

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-6371

900194966

**TRADEMARK
 REEL: 004566 FRAME: 0346**

CH \$65.00 1669313

Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11180-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/21/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 17, 2011, by the Grantor listed on the signature pages hereof, in favor of BMO HARRIS FINANCING, INC., a Delaware corporation, and BANK OF MONTREAL, a Canadian chartered bank (together with their successors and assigns in such capacity, collectively referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Authorization Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by and among BINSWANGER ENTERPRISES, LLC ("Borrower"), and the Bank, the Bank agreed to make loans and issue letters of credit to Borrower from time to time pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, pursuant to the Security Agreement dated as of June 17, 2011 by and among Borrower and the Bank (the "Security Agreement"), the Grantor is required to execute and deliver to the Bank, this Trademark Security 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, each Grantor hereby agrees as follows.

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Bank a continuing security interest in all of such Grantor'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 such Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by any Grantor to the Bank whether or not they are

unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Bank within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered U.S. trademarks (to the extent provided in the Security Agreement), U.S. trademark applications and Licenses for registered Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification

Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, each 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:

BINSWANGER ENTERPRISES, LLC

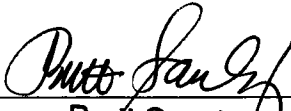
By: 

Name: Arturo Carrillo


Title: President, CEO and Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

BMO HARRIS FINANCING, INC.,
as Bank

By: 
Name: Brett Sanchez
Title: Vice President

BANK OF MONTREAL,
as Bank

By: 
Name: Brett Sanchez
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
Binswanger Enterprises, LLC	USA	Binswanger Glass (with design)	1,669,313	12/24/1991
Binswanger Enterprises, LLC	USA	Binswanger Glass (with design)	1,669,460	12/24/1991

Licenses

None.