

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
Englert, Inc.		06/24/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-4105		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3894909	MICROGUARD	
Registration Number:	3865233	SUNNET	
CORRESPONDENCE DATA			
Fax Number:	(215)789-6673		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-864-6857		
Email:	albrights@whiteandwilliams.com		
Correspondent Name:	Samuel C. Albright		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Samuel C. Albright		
Signature:	/salbright/		
Date:	07/01/2011		

OP \$65.00 3894909

Total Attachments: 16

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**SECOND AMENDED, RESTATED AND CONSOLIDATED PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT**

**THIS SECOND AMENDED, RESTATED AND CONSOLIDATED
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY
AGREEMENT** (this “**Agreement**”) is made effective as of the 24 day of June, 2011 by and between ENGLERT, INC. (the “**Assignor**”) and BANK OF AMERICA, N.A. (“**Assignee**”).

BACKGROUND

(1) Pursuant to that certain Third Amended and Restated Loan and Security Agreement dated of even date herewith by and among Assignee, LeafGuard Holdings, Inc. (“**LeafGuard**”), Elite Exterior Services, Inc. (“**Elite**” and together with LeafGuard and Assignor, “**Borrowers**”) and Assignor, (such Third Amended and Restated Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend and/or continue to extend to Borrowers certain credit facilities as described therein.

(2) The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, trademark applications, tradenames, goodwill, copyrights and licenses.

(3) Assignee and Assignor previously entered into that certain Amended, Restated and Consolidated Patents, Trademarks, Copyrights and Licenses Security Agreement, dated as of September 30, 2009 (the “**Prior Agreement**”).

(4) All capitalized terms used but not defined herein shall have the meaning give to such terms in the Loan Agreement.

NOW THEREFORE, intending to be legally bound hereby, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees to amend, and restate the Prior Agreement as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. As used herein, the term “**Liabilities**” shall mean any and all obligations, liabilities and Indebtedness of Borrowers to Assignee or to any parent, affiliate or subsidiary of Assignee of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise (including, without limitation, obligations of performance), whether several, joint or joint and several, arising hereunder, under the Loan Agreement or the Other Agreements including, without limitation, principal, interest, fees, costs, expenses, Hedging Obligations and indemnification obligations (and

including the payment of interest and other amounts which would accrue and become due during a proceeding under the United States Bankruptcy Code or any similar statute, whether or not such amounts are allowed or allowable in whole or in part in such proceeding). Without limiting the foregoing, "**Liabilities**" shall include all obligations of Assignor arising under the Guaranties.

2. Security Interests.

2.1 Security Interest. To secure the complete and timely payment and satisfaction of all Liabilities, Assignor hereby collaterally assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon an Event of Default, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in Section 2.2, below, the "**Collateral**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights' applications listed on Exhibit "C" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future

infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"), provided that Assignee acknowledges that (a) the consent of LeafGuard Gutter Systems, Inc. ("**Leafguard**") is required in order for Assignor to assign its rights under that certain License Agreement by and between Leafguard and Assignor, dated April 18, 1993, as amended and (b) Assignee has agreed that Assignor need not obtain such consent.

2.2 **Trademark Security Interest.** To secure the complete and timely payment and satisfaction of all Liabilities, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale upon an Event of Default, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1**, above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in **clauses (i)-(iv)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A"**,

“B”, “C” and “D”, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, servicemarks, trademarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit “A”, “B”, “C” and/or “D”**, as applicable, to include any future patents, patent applications, servicemarks, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may reasonably request to record Assignee’s lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (b) the date on which all Liabilities has been paid in full and the Loan Agreement is terminated.

6. **Assignee’s Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor’s premises and to examine Assignor’s books, records and operations, including, without limitation, Assignor’s quality control processes. Assignor agrees that upon the occurrence of an Event of Default, Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee, (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof, (c) not to adversely change the quality of said products without Assignee’s express written consent, and (d) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor’s compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Liabilities and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee’s security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to

re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Liabilities shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, upon the reasonable request of Assignee, where appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright, necessary to the operation of Assignor's business without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof upon the occurrence and during the continuance of an Event of Default, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Following the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** Assignee's failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement or the Loan Agreement shall not waive, affect or diminish any right of Assignee thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Assignee of an Event of Default under the Loan Agreement or this Agreement shall not suspend, waive or affect any other Event of Default under this Agreement or the Loan Agreement,

whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. No delay on the part of Assignee in the exercise of any right or remedy under this Agreement or under the Loan Agreement shall preclude other or further exercise thereof or the exercise of any right or remedy. None of the undertakings, agreements, warranties, covenants and representations of Assignor contained in this Agreement or in the Loan Agreement and no Event of Default under this Agreement or under the Loan Agreement shall be deemed to have been suspended or waived by Assignee unless such suspension or waiver is in writing, signed by a duly authorized officer of Assignee and directed to Assignor specifying such suspension or waiver.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be modified, altered or amended in any way, except as specifically provided in **Section 4** hereof or by an agreement in writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (c) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Assignee, and/or (d) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Liabilities shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Counterparts.** This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute one agreement.

17. **Law Governing.** **THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS, INCLUDING, WITHOUT LIMITATION, THE LEGALITY OF THE INTEREST RATE AND OTHER CHARGES, BUT EXCLUDING PERFECTION OF THE SECURITY INTERESTS IN COLLATERAL LOCATED OUTSIDE OF THE STATE OF ILLINOIS, WHICH SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE RELEVANT JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED.** If any provision of this Agreement shall be held to 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 provision or remaining provisions of this Agreement.

18. **Notices.** All written notices and other written communications with respect to this Agreement shall be sent by ordinary, certified or overnight mail, by telecopy or delivered in person, and in the case of Assignee shall be sent to Two Commerce Square, 2001 Market Street, Suite 2610, Philadelphia, PA 19103, Mail Code PA7-60026-00, Attention: Portfolio Manager, facsimile number: (267) 386-8844, and in the case of Assignor shall be sent to 1200 Amboy Avenue, Perth Amboy, New Jersey 08861, Attention: Terecita Valcarcel, facsimile number (732) 826-8865 or as otherwise directed by Assignor in writing. All notices shall be deemed received upon actual receipt thereof or refusal of delivery.

19. **No Novation.** This Agreement amends, restates and replaces the Prior Agreement. Nothing contained herein shall be deemed to constitute a satisfaction or novation of the Assignor's obligations under the Prior Agreement.


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IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

ASSIGNOR:

ENGLERT, INC.

By:



Deborah Tripod, President

[Signature Page to Second Amended, Restated and Consolidated
Patents, Trademarks, Copyrights and Licenses Security Agreement (Englert, Inc.)]

TRADEMARK
REEL: 004574 FRAME: 0216

ASSIGNEE:

BANK OF AMERICA, N.A.

By: Marcey L. Carroll
Name: Marcey L. Carroll
Title: Vice President

[Signature Page to Second Amended, Restated and Consolidated
Patents, Trademarks, Copyrights and Licenses Security Agreement (Englert, Inc.)]

TRADEMARK
REEL: 004574 FRAME: 0217

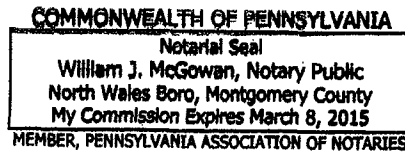
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF *Philadelphia* :

On this 23rd day of June, 2011, before me, a Notary Public, personally appeared *Mary-Charon*, who acknowledged herself to be a duly elected officer of Bank of America, N.A. and that she as such officer, being duly authorized to do so, executed the foregoing Second Amended, Restated and Consolidated Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing her name as such officer on behalf of Assignor.

William J. McGowan

Notary Public:
My Commission Expires: _____



[Notary Page to Second Amended, Restated and Consolidated
Patents, Trademarks, Copyrights and Licenses Security Agreement (Englert, Inc.)]

EXHIBIT "A"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Patents

<u>Patent Number</u>	<u>Date Issued</u>	<u>Inventor - Owner and Assignment</u>
5,664,451 (USA)	09/09/97	Robert E. Schultz and Englert/Rollformer
2,228,496 (Canada)	05/21/02	Robert E. Schultz and Englert/Rollformer
6,948,349	09/27/05	Michael Gorski and Bruce Meyer - Englert
5,491,998	02/20/96	Harry Hansen assigned to Englert
7,272,966	09/25/07	Michael Gorski and Terrance Johnson - Englert
7,275,403	10/02/07	Bruce Meyer - Bruce Meyer & Englert
7,204,179	04/17/07	Bruce Meyer - Englert
6,981,397	01/03/06	Bruce Meyer - Englert
6,766,676	07/27/04	Michael Gorski - Englert
7,591,162	07/25/05	Bruce Meyer - Englert

APPLICATIONS

12-316741	12/16/08	Bruce Meyer - Bruce Meyer & Englert
12-316742	12/16/08	Kenneth Krawcheck & Bruce Meyer - Englert

EXHIBIT "B"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Trademarks

Trademark	Owner	Registration/ Serial No.	Date Issued/ Date Filed
ENGLERT LOGO	Englert ¹	2189103	09/15/98
ENGLERT LOGO	Englert	3642511	09/10/08*
PERMA COLOR	Englert	1714594	09/08/92
ENGLERT SERIES 2000	Englert	1832596	04/26/94
ENGLERT SERIES 1000	Englert	1833649	05/03/94
ENGLERT T-SEAM	Englert	2675551	01/14/03
METAL MAN	Englert	3418120	04/29/08
METAL MAN	Englert	3823506	07/27/10
SCRATCH-GUARD	Englert	3417663	04/29/08
SURE GUARD	Englert	3072155	03/21/06
RAIN PRO (USA)	Englert	3105177	06/13/06
RAIN PRO (Canada)	Englert	1309808	07/19/06
GUTTERS THAT LOVE THE RAIN	Englert	3393105	03/04/08
BE HAPPY WHEN IT RAINS	Englert	3473820	07/22/08
ENGLERT	Englert	2190611	09/22/98

¹ Englert, Inc. = "Englert"

* Pending Mark

THE GUTTER THAT
NEVER CLOGS...
GUARANTEED!

Englert

2205111

11/24/98

GET IT. AND
FORGET IT.

Englert

2842393

05/18/04

MICROGUARD

Englert

3894909

12/21/10

SUNNET

Englert

3865233

10/19/10

EXHIBIT "C"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Copyrights

None.

EXHIBIT "D"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Licenses

1. License granted to Englert, Inc. under that certain License Agreement dated April 18, 1993 by and between Leafguard Gutter Systems, Inc. and Englert, Inc., to the extent such license is assignable.

2. License granted to Englert, Inc. under that certain Sublicense Agreement dated December 2003 by and between Englert Gutter Tunnel, L.L.C. and Englert, Inc.

3. License granted to Englert, Inc. under that certain Letter License Agreement between Bruce Meyer and Englert, Inc.