

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
INSOURCING SPECIALISTS, INC.		09/22/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	601 South Figueroa St., Ste 3690		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78865487	CABINOTCH	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
Phone:	310.551.9332		
Email:	jrotenberg@mwe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jule Rotenberg		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	2049 Century Park East, Ste 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082892-0030		
NAME OF SUBMITTER:	Jule Rotenberg		
Signature:	/Jule Rotenberg/		

CH \$40.00 78865487

900202936

TRADEMARK
 REEL: 004629 FRAME: 0238

Date:

09/23/2011

Total Attachments: 6

source=030SecurityAgreement#page1.tif

source=030SecurityAgreement#page2.tif

source=030SecurityAgreement#page3.tif

source=030SecurityAgreement#page4.tif

source=030SecurityAgreement#page5.tif

source=030SecurityAgreement#page6.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 22, 2011, is made by INSOURCING SPECIALISTS, INC., a North Carolina corporation ("InSourcing") (InSourcing and any other grantor that becomes a party hereto from time to time are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of September 19, 2008, by and among Credit Parties named therein, Agent and Lenders, as amended by that certain Omnibus Joinder and Amendment to Certain Loan Documents of even date herewith (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations (each as defined in the Credit Agreement) to or for the direct or indirect benefit of Grantors.

B. In order to secure Grantor's joint and several obligations under the Credit Agreement, Grantor is a party to that certain Security Agreement dated as of September 19, 2008, by and among the grantors party thereto from time to time and Agent, as amended by that certain Omnibus Joinder and Amendment to Certain Loan Documents of even date herewith (the "Security Agreement").

C. In order to induce Agent and Lenders to continue to provide the financial accommodations under the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to execute and deliver this Agreement to Agent. These recitals shall be construed as part of this Agreement.

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 and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, mortgages and pledges to Agent, for the benefit of Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

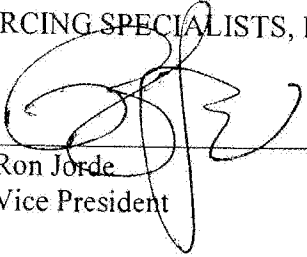
[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantors”

INSOURCING SPECIALISTS, INC.

By: _____


Ron Jorde
Vice President

Agreed and Acknowledged by:

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Max M. Perdue
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantors”

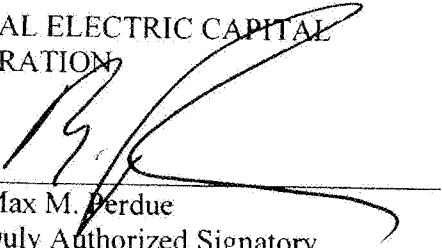
INSOURCING SPECIALISTS, INC.

By: _____
Ron Jorde
Vice President

Agreed and Acknowledged by:

“Agent”

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Max M. Perdue
Duly Authorized Signatory

SCHEDULE I

to

PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

Grantor	Application No.	Patent No.	Filing Date	Description
InSourcing Specialists, Inc.	No. 12/751,082 (Publication No. US 2010/0289389)		March 31, 2010	Cabinet System and Method of Assembling The Same
InSourcing Specialists, Inc.	No. 11/464,987 (U.S. Patent Application Publication No. US 2008/0042532)		August 16, 2006	Cabinet System and Method of Assembling The Same

Grantor's rights under the PCC Agreement (as defined in that certain Omnibus Joinder and Amendment to Certain Loan Documents of even date herewith) to the PCC Patents identified in Exhibit B to the PCC Agreement

(PART B)

TRADEMARKS

Grantor	Trademark/ Country	Class/ Goods	Application No./ Registration No.	Application Date/ Registration Date	Status
InSourcing Specialists, Inc.	CABINOTC H U.S.	Class 20: Kitchen cabinets and cabinets.	78865487 3769418	04/20/2006 03/30/2010	Registered

Grantor's rights under the PCC Agreement to the PCC Trademarks identified in Exhibit C to the PCC Agreement

(PART C)
COPYRIGHTS

www.cabinotch.com website content which includes an e-commerce application to support online ordering of custom cabinets.

Custom Report used with the third party Cabinet Vision® software, and which processes the order received from the www.cabinotch.com website and sends the information to the CNC routers, the frame cutting station, and the scanning station. Cabinet Vision® software was purchased from Cabinet Vision. The Custom Report was created to work with Cabinet Vision®.

Barcode Scanning software for the scanning station makes sure each piece of an order is individually hand scanned and packaged for shipment and ensures a complete fulfilled order.

Grantor's rights under the PCC Agreement to the PCC Software identified in Exhibit A to the PCC Agreement