

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
Barrette Outdoor Living, Inc.		11/18/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street, 17 West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3758434	ACTIVEYARDS	
Serial Number:	77627480	BARRETTE OUTDOOR PRODUCTS	
Registration Number:	3517594	COMPOSCORE	
Registration Number:	3938497	CORIGIN	
Registration Number:	3747252	CREATE A GATE	
Registration Number:	1951502	CREATE-A-RAIL	
Registration Number:	2092105	FREEDOM	
Registration Number:	3239617	POWERSHELF	
Registration Number:	3904815	SOLUTIONS FOR BUSY BACKYARDS	
Registration Number:	2698381	STURDISTAND	
Registration Number:	2675499	STURDISTAND VINYL POST HARDWARE MOUNT A VINYL POST TO ANY SURFACE	
Registration Number:	3743642	TUFFBILT	
Registration Number:	2292220	U.S. FENCE	
Serial Number:	85179235	XCEED INSTALL	

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TRADEMARK

Registration Number:	3343374	YARDSMART
Registration Number:	3358080	ARBORLIFE
Registration Number:	3469174	BEECHMONT
Registration Number:	3175445	CAMBIUM
Serial Number:	85389360	
Serial Number:	85389763	
Registration Number:	3254268	GLIDELOCK
Registration Number:	3469172	KENWOOD
Registration Number:	2713590	MAXIMUM VINYL PRODUCTS
Registration Number:	2990636	SIMPLICITY VINYL SYSTEMS
Registration Number:	3427718	SOLARARMOR
Registration Number:	3181802	SOLARGUARD
Registration Number:	3423658	THE BEAUTY'S INGRAINED
Registration Number:	3363935	WILMINGTON
Registration Number:	3178604	WOOD LOOK WITHOUT WOOD WORK

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1968908
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/22/2011

Total Attachments: 7
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TRADEMARK COLLATERAL AGREEMENT

This 18th day of November, 2011, Barrette Outdoor Living, Inc., an Ohio corporation ("*Trademark Debtor*") with its principal place of business and mailing address at 740 North Main St., Bulls Gap, TN 37711, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, 17 West, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Trademark Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between Trademark Debtor, the other Debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Trademark Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Trademark Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Trademark Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BARRETTE OUTDOOR LIVING, INC.

By 
Name Luc DuFour
Title CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BARRETTE OUTDOOR LIVING, INC.

By
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By
Name _____
Title _____

James Di Giacomo
Managing Director
Corporate Finance Underwriting
and Syndications

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004664 FRAME: 0755

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	COUNTRY	OWNER	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ACTIVEYARDS	United States	Barrette Outdoor Living Inc.	Registered	77/495,419	6/10/2008	3,758,434	3/9/2010
BARRETTE OUTDOOR PRODUCTS	United States	Barrette Outdoor Living Inc.	Allowed	77/627,480	12/5/2008		
COMPOSCORE	United States	Barrette Outdoor Living Inc.	Registered	77/232,293	7/18/2007	3,517,594	10/14/2008
CORIGIN	United States	Barrette Outdoor Living Inc.	Registered	77/758,103	6/12/2009	3,938,497	3/29/2011
CREATE A GATE (Design)	United States	Barrette Outdoor Living Inc.	Registered	77/278,032	9/12/2007	3,747,252	2/9/2010
CREATE-A-RAIL	United States	Barrette Outdoor Living Inc.	Registered	74/650,453	3/23/1995	1,951,502	1/23/1996
FREEDOM	United States	Barrette Outdoor Living Inc.	Registered	75/050,566	1/30/1996	2,092,105	8/26/1997
POWERSHELF	United States	Barrette Outdoor Living Inc.	Registered	78/924,547	7/7/2006	3,239,617	5/8/2007
SOLUTIONS FOR BUSY BACKYARDS	United States	Barrette Outdoor Living Inc.	Registered	77/587,477	10/7/2008	3,904,815	1/11/2011
STURDISTAND	United States	Barrette Outdoor Living Inc.	Registered	76/161,284	11/7/2000	2,698,381	3/18/2003
STURDISTAND VINYL POST HARDWARE MOUNT A VINYL POST TO ANY SURFACE (Design)	United States	Barrette Outdoor Living Inc.	Registered	76/161,289	11/7/2000	2,675,499	1/14/2003

TUFFBILT	United States	Barrette Outdoor Living Inc.	Registered	77/460,442	4/29/2008	3,743,642	2/2/2010
U.S. FENCE	United States	Barrette Outdoor Living Inc.	Registered	75/456,601	3/26/1998	2,292,220	11/16/1999
XCEED INSTALL	United States	Barrette Outdoor Living Inc.	Allowed	85/179,235	11/17/2010		
YARDSMART	United States	Barrette Outdoor Living Inc.	Registered	77/128,787	3/12/2007	3,343,374	11/27/2007
ARBORLIFE	United States	Barrette Outdoor Living Inc.	Registered	78/964,064	8/30/2006	3,358,080	12/18/2007
BEECHMONT	United States	Barrette Outdoor Living Inc.	Registered	77/259,632	8/20/2007	3,249,174	7/15/2008
CAMBIUM	United States	Barrette Outdoor Living Inc.	Registered	78/643,981	6/6/2005	3,175,445	11/21/2006
FENCE PANEL, Elevation View (Design)	United States	Barrette Outdoor Living Inc.	Pending	85/389,360	8/4/2011		
FENCE PANEL, Perspective View (Design)	United States	Barrette Outdoor Living Inc.	Pending	85/389,763	8/4/2011		
GLIDELOCK	United States	Barrette Outdoor Living Inc.	Registered	78/705,914	9/2/2005	3,254,268	6/19/2007
KENWOOD	United States	Barrette Outdoor Living Inc.	Registered	77/259,257	8/20/2007	3,469,172	7/15/2008
MAXIMUM VINYL PRODUCTS	United States	Barrette Outdoor Living Inc.	Registered	78/134,322	6/10/2002	2,713,590	5/6/2003
SIMPLICITY VINYL SYSTEMS	United States	Barrette Outdoor Living Inc.	Registered	78/394,043	3/31/2004	2,990,636	8/30/2005
SOLARARMOR	United States	Barrette Outdoor Living Inc.	Registered	77/099,943	2/6/2007	3,427,718	5/13/2008
SOLARGUARD	United States	Barrette Outdoor Living Inc.	Registered	78/589,143	3/17/2005	3,181,802	12/5/2006
THE BEAUTY'S INGRAINED	United States	Barrette Outdoor Living Inc.	Registered	77/074,115	1/2/2007	3,423,658	5/6/2008
WILMINGTON	United States	Barrette Outdoor Living Inc.	Registered	77/074,121	1/2/2007	3,363,935	1/1/2008

WOOD LOOK WITHOUT WOOD WORK	United States	Barrette Outdoor Living Inc.	Registered	78/707,465	9/6/2005	3,178,604	11/28/2006
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