

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Signature Systems Group, LLC		12/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Webster Bank, National Association
<b>Street Address:</b>	281 Tresser Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2541810	THE TOPPER
Registration Number:	2631719	POLYBARRIER
Registration Number:	2783164	CROWDSTOPPER
Registration Number:	2968453	EVENTDECK
Registration Number:	3041256	HEXADECK
Registration Number:	3440322	AUTODECK
Registration Number:	3444630	DANCEDECK
Registration Number:	3479501	DURADECK
Registration Number:	3798100	SIGNATURE FLOORING
Registration Number:	4018730	SIGNAFLEX
Registration Number:	3571788	SIGNATURE FENCING
Registration Number:	3553439	SPORTPANEL
Serial Number:	85427890	MODULARITY TILES
Serial Number:	85428038	MEGADECK

**TRADEMARK**

**900209611**

**REEL: 004678 FRAME: 0947**

**OP \$390.00 2541810**

Serial Number:

85427927

RUBBERDECK

**CORRESPONDENCE DATA**

Fax Number: (860)275-8299

Phone: 860-275-8285

Email: jscheib@rc.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

12/14/2011

**Total Attachments: 11**

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

source=Trademark Security Agreement#page10.tif

source=Trademark Security Agreement#page11.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated December 8, 2011, made by **SIGNATURE SYSTEMS GROUP, LLC**, a Delaware limited liability company (“**Debtor**”), in favor of **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 281 Tresser Boulevard, Stamford, Connecticut 06901 (“**Secured Party**”).

Debtor and Secured Party hereby agree as follows:

**SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in Section 2.

“**Credit Agreement**” means that certain Credit Agreement, dated the date hereof, by and between the Debtor and Secured Party, as amended, restated, extended, supplemented or otherwise modified in writing from time to time.

“**PTO**” means the United States Patent and Trademark Office.

“**Security Agreement**” means that certain Security Agreement, dated as of the date hereof, by Debtor in favor of Secured Party.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation set forth in Section 1.2 of the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby collaterally assigns to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

## **SECTION 3. Supplement to Security Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.**

Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

**SECTION 5. Further Acts.**

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.**

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party, and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

**SECTION 8. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the

validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

**SECTION 9. Entire Agreement; Amendment.**

This Agreement, the Security Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

**SECTION 10. Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 11. Termination.**

Upon the indefeasible payment and performance in full of all Obligations and termination of the Commitment, the security interests created by this Agreement shall terminate and the Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

**SECTION 12. No Inconsistent Requirements.**

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

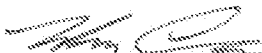
**SECTION 14. Notices.**


All notices, demands, requests, and other communications given under this Agreement shall be given and shall be effective as provided in Section 10.2 of the Credit Agreement.

*[the next page is the signature page]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESSES:

  
Name: Wen Chang

  
Name: Joshua M. Erich

WITNESSES:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SIGNATURE SYSTEMS GROUP, LLC**

By:   
Name: Michael Bitonti  
Title: Chief Financial Officer

**WEBSTER BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Christopher P. Miller  
Title: Vice President

*[the next page is the acknowledgment page]*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESSES:

SIGNATURE SYSTEMS GROUP, LLC

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name: Michael Bitonti

Title: Chief Financial Officer

\_\_\_\_\_  
Name:

WITNESSES:

WEBSTER BANK, NATIONAL  
ASSOCIATION

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name: Christopher P. Miller

Title: Vice President

\_\_\_\_\_  
Name:

*[the next page is the acknowledgment page]*

STATE OF ~~CONNECTICUT~~ )

COUNTY OF New York )

)  
) ss. \_\_\_\_\_  
)

On this 7<sup>th</sup> day of December, 2011, before me, the undersigned officer, personally appeared Michael Bitonti, the Chief Financial Officer of Signature Systems Group, LLC, a Delaware limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.



Notary Public  
My Commission Expires: \_\_\_\_\_  
ROBERT J ROSAN  
Notary Public - State of New York  
No. 02R08638701  
Qualified in New York County  
My Commission Expires Nov. 30, 2014

STATE OF CONNECTICUT )

COUNTY OF HARTFORD )

)  
) ss. \_\_\_\_\_  
)

On this \_\_\_\_\_ day of December, 2011, before me, the undersigned officer, personally appeared Christopher P. Miller, Vice President of Webster Bank, National Association, a national association, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said national association.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2011, before me, the undersigned officer, personally appeared Michael Bitonti, the Chief Financial Officer of Signature Systems Group, LLC, a Delaware limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
 ) ss. STAMFORD  
COUNTY OF HARTFORD )

On this 7<sup>th</sup> day of December, 2011, before me, the undersigned officer, personally appeared Christopher P. Miller, Vice President of Webster Bank, National Association, a national association, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said national association.

Douglas B. Downes  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

DOUGLAS B. DOWNES  
Notary Public, State of Connecticut  
My Commission Expires May 31, 2016

**SCHEDULE A**

to the Trademark Security Agreement

Debtor: SIGNATURE SYSTEMS GROUP, LLC

**U.S. Registered Trademarks of Debtor**

<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark</b>
2,541,810	2/19/2002	THE TOPPER
2,631,719	10/8/2002	POLYBARRIER
2,783,164	11/11/2003	CROWDSTOPPER
2,968,453	7/12/2005	EVENTDECK
3,041,256	1/10/2006	HEXADECK
3,440,322	6/03/2008	AUTODECK
3,444,630	6/10/2008	DANCE DECK
3,479,501	8/5/2008	DURADECK
3,798,100	6/8/2010	SIGNATURE FLOORING
4,018,730	8/30/2011	SIGNAFLEX
3,571,788	2/10/2009	SIGNATURE FENCING
3,553,439	12/30/2008	SPORTPANEL

**U.S. Trademark Applications of Debtor**

<b>Application Number</b>	<b>Application Date</b>	<b>Mark</b>
85/427,890	September 21, 2011	MODULARITY TILES
85/428,038	September 21, 2011	MEGADECK
85/427,927	September 21, 2011	RUBBERDECK

**Trade Names of Debtor**

SportPanel  
SuperScreen  
FenceTopper  
The Topper  
Polytube Cap  
SurePost  
Roll-A-Fence  
PolyBarrier  
Signature Fencing  
CrowdStopper  
Spectrum

PolyCade  
PolyCade Junior  
PolyCade Xpander  
Rotocade  
EZ-Span  
Watercade  
Fortress Fence  
Trafficade  
EventDeck  
UltraDeck  
EventDeck Ice

HexaDeck  
DuraDeck  
RoverDeck  
TempoTile  
GymDeck  
CarpetDeck  
SuperCover  
GymShield  
DanceDeck  
DanceDeck Delux  
Signature Rentals