

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
Porteous Fastener Company		12/12/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, As Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3955458	PROFERRED DRYWALLERZ
Registration Number:	3955459	PROFERRED DRILLERZ
Registration Number:	3955460	PROFERRED DRYWALLERZ
Registration Number:	3955461	PROFERRED DRILLERZ
Registration Number:	3119668	P F C 9
Registration Number:	1893906	PFC
Registration Number:	1897291	PFC
Registration Number:	1895868	PFC FIRST CLASS SERVICE
Registration Number:	1895867	

CORRESPONDENCE DATA

Fax Number: (310)277-4730
 Phone: (310) 284-6133
 Email: jsbrown@mwe.com

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

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Correspondent Name: Gary Rosenbaum
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082892-0051
NAME OF SUBMITTER:	Gary Rosenbaum
Signature:	/Gary Rosenbaum/
Date:	12/15/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a security interest in the Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

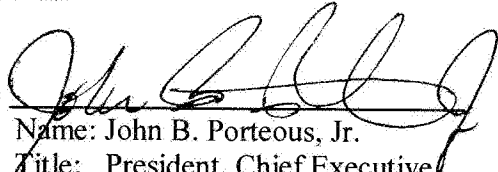
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

PORTEOUS FASTENER COMPANY,
as Grantor

By: 
Name: John B. Porteous, Jr.
Title: President, Chief Executive
Officer, and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: Max M. Perdue
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.

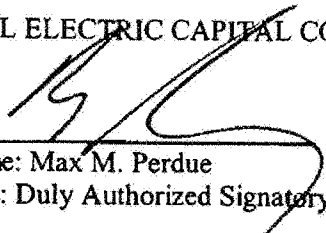
Very truly yours,

PORTEOUS FASTENER COMPANY,
as Grantor

By: _____
Name: John B. Porteous, Jr.
Title: President, Chief Executive
Officer, and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Max M. Perdue
Title: Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACKNOWLEDGMENT OF GRANTOR

State of California)
County of Los Angeles) SS.

On this 9th day of December, 2011 before me personally appeared JOHN BARRY PORTEOUS JR., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Porteous FASTENERS, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Trisha A. Thompson
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>U.S. Trademarks and Application No.</u>	<u>Application No.</u>	<u>Registration No.</u>
Proffered Drywallorz	77841927	3,955,458
Proffered Drillerz	77841929	3,955,459
Proffered Drywallorz (Stylized) Logo	77841930	3,955,460
Proffered Drillerz (Stylized) Logo	77841937	3,955,461
Quick Drawer Service Mark	N/A	053543
PFC 9 Mark	78589207	3,119,668
PFC Mark	74445824	1,893,906
PFC Mark	74445820	1,897,291
PFC FIRST CLASS SERVICE Mark	74445806	1,895,868
	7444580	1,895,867

2. TRADEMARK APPLICATIONS: None

3. IP LICENSES: None