

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
Binswanger Enterprises, LLC		12/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Grey Mountain Partners Fund II, L.P.
Street Address:	1470 Walnut Street, Suite 400
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1669313	BINSWANGER GLASS
Registration Number:	1669460	BINSWANGER MIRROR

CORRESPONDENCE DATA

Fax Number: (612)766-1600
 Phone: 6127668937
 Email: trademarkmpls@faegre.com

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

Correspondent Name: Faegre & Benson LLP
 Address Line 1: 90 South Seventh Street
 Address Line 2: 2200 Wells Fargo Center
 Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	86635-403751
NAME OF SUBMITTER:	Dianna L. Gould, Paralegal

OP \$65.00 1669313

Signature:	/dlg/
Date:	12/28/2011
Total Attachments: 4 source=TM Security Interest#page1.tif source=TM Security Interest#page2.tif source=TM Security Interest#page3.tif source=TM Security Interest#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Binswanger Enterprises, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Promissory Note (together with all amendments, modifications and restatements of such Note, the "**Note**") date as of even date herewith executed by Binswanger Acquisition, Inc., a Delaware corporation (the "**Borrower**"), Grey Mountain Partners Fund II, L.P., a Delaware limited partnership (the "**Secured Party**"), loaned ^{INFO} ~~Redacted~~ to the Borrower.

WHEREAS, the Grantor and the other guarantors named therein have executed and delivered that certain Guaranty dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of the Secured Party, pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all Obligations (as defined in such Guaranty); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantor, the Secured Party and the other guarantors named therein, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Security Agreement, to secured payment and performance of the Obligations the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule 1 annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 1 annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in

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foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the 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 any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Colorado, without regard to conflicts of laws principles that would require application of another law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of December, 2011.

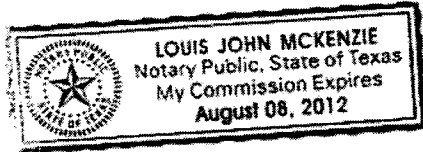
BINSWANGER ENTERPRISES, LLC

By: [Signature]
Name: Arturo Carrillo
Title: President & CEO

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 23rd day of December, 2011 by Arturo Carrillo, the President & CEO of Binswanger Enterprises, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public
My commission expires: 8-8-12



**SCHEDULE 1
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner	Country	Description of Trademark	Application/Registration Number	Application/Registration Date
Binswanger Enterprises, LLC	USA	Binswanger Glass (with design)	1,669,313	12/24/1991
Binswanger Enterprises, LLC	USA	Binswanger Mirror (with design)	1,669,460	12/24/1991