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
M.C. Dean, Inc.		08/31/2012	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2389700	M.C. DEAN
Registration Number:	2382971	M.C. DEAN BUILDING INTELLIGENCE
Registration Number:	2312420	BUILDING INTELLIGENCE
Registration Number:	3735705	ARCSTOP
Registration Number:	2747809	SMART NEIGHBORHOOD
Registration Number:	2748264	GLASS MILE
Serial Number:	85519482	MODULARMEP
Serial Number:	85519532	MODULARMEPLV
Serial Number:	85519600	PREFABMEP
Serial Number:	85527746	PREFABMEPLV
Serial Number:	85527754	SMARTMEP
Serial Number:	85527765	SMARTMEPLV
Serial Number:	85643948	MODULAR INFRASTRUCTURE
Serial Number:	85643938	MODULAR UTILITIES

CH $390.00 2389700

Serial Number:	85646056	MODULARITY FOR THE NON-MODULAR

CORRESPONDENCE DATA

Fax Number: 3128035299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

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:	1990357
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/04/2012

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2012, M.C. DEAN, INC., a Virginia corporation (*"Debtor"*) with its principal place of business and mailing address at 22461 Shaw Road, Dulles, Virginia 20166, 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 BMO Harris Bank N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street Chicago, Illinois 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 Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris 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 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 Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor 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 present sale, transfer, conveyance or other assignment to Agent of any trademarks, trademark applications or trademark registrations listed in Schedule A. So long as any intent to use 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"*), 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 Applications 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.

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.

TRADEMARK
REEL: 004854 FRAME: 0638

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

M.C. DEAN, INC.

By _____
Name _____
Title _____

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

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

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

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED	STATUS
M.C. DEAN	U.S. 2,389,700	9/26/00	REGISTERED
M.C. DEAN BUILDING INTELLIGENCE (WITH STYLED DESIGN)	U.S. 2,382,971	9/5/00	REGISTERED
BUILDING INTELLIGENCE	U.S. 2,312,420	1/25/00	REGISTERED
ARCSTOP	U.S. 3,735,705	1/12/10	REGISTERED
SMART NEIGHBORHOOD	U.S. 2,747,809	8/5/03	UNREGISTERED COMMON LAW TRADEMARK – REGISTRATION NOT RENEWED
GLASS MILE	U.S. 2,748,264	8/5/03	NO LONGER IN USE – REGISTRATION CANCELLED

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED	STATUS
MODULARMEP	U.S. 85519482	1/18/12	ITU APPLICATION
MODULARMEPLV	U.S. 85519532	1/18/12	ITU APPLICATION
PREFABMEP	U.S. 85519600	1/18/12	ITU APPLICATION
PREFABMEPLV	U.S. 85527746	1/27/12	ITU APPLICATION
SMARTMEP	U.S. 85527754	1/27/12	ITU APPLICATION
SMARTMEPLV	U.S. 85527765	1/27/12	ITU APPLICATION
MODULAR INFRASTRUCTURE	U.S. 85643948	6/5/12	USE-BASED APPLICATION
MODULAR UTILITIES	U.S. 85643938	6/5/12	USE-BASED APPLICATION
MODULARITY FOR THE NON-MODULAR	U.S. 85646056	6/7/12	ITU APPLICATION