

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Palo Duro Hardwoods Inc.		10/24/2012	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	First Business Capital Corp.
Street Address:	401 Chamany Drive
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3053928	PALO DURO
Registration Number:	3053927	
Registration Number:	3031961	

CORRESPONDENCE DATA

Fax Number: 4142735198
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 414-273-3500
 Email: bgilpin@gklaw.com
 Correspondent Name: Brian G. Gilpin; Godfrey & Kahn, S.C.
 Address Line 1: 780 N. Water Street
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	057401-0115
NAME OF SUBMITTER:	Brian G. Gilpin

Signature:	/Brian G. Gilpin/
Date:	12/11/2012
Total Attachments: 2 source=palo#page1.tif source=palo#page2.tif	

NOTICE OF TRADEMARK SECURITY AGREEMENT
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of October 24, 2012, is made with regard to PALO DURO HARDWOODS INC., a Colorado corporation ("Debtor"), having an address for notice at 12875 E. 42nd Avenue, Suite 1, Denver, CO 80339 and FIRST BUSINESS CAPITAL CORP., a Wisconsin corporation ("Lender"), having an address for notice at 401 Charmany Drive Madison WI 53719.

R E C I T A L S:

The Debtor and the Lender are parties to a Loan and Security Agreement dated as of October 24, 2012 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Lender may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Lender has required the execution and delivery of a Patent and Trademark Security Agreement (the "Trademark Security Agreement") by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Trademark Security Agreement, and herein, the undersigned gives notice as follows:

Pursuant to the terms of the Trademark Security Agreement, Debtor has granted a security interest in favor of the Lender in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.

By: James G. Tepp
James G. Tepp, Vice President



STATE OF WISCONSIN)
)
COUNTY OF Dane)

The foregoing instrument was acknowledged before me this 24 day of October, 2012, by James G. Tepp, Vice President of First Business Capital Corp., on behalf of the corporation.

[Signature]
Notary Public, State of Wisconsin
My commission expires 6/23/2013

SCHEDULE

UNITED STATES TRADEMARKS

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE
PALO DURO	3,053,928	01/31/2006
	3,053,927	01/31/2006
	3,031,961	12/20/2005