

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
Harrison Gypsum, LLC		12/21/2012	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Medley Capital Corporation		
Street Address:	375 Park Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	74055957	A C G	
Serial Number:	74055959	VALU-FIL	
Serial Number:	76575413	ACCUCRETE	
Serial Number:	76640122	ACCURADIANT	
Serial Number:	76592023	ACCUQUIET	
Serial Number:	76596042	ALLIED CUSTOM GYPSUM PLASTERWORKS	
Serial Number:	76640121	ACCULEVEL	
Serial Number:	78726389	DYNAPLAST	
Serial Number:	77084527	ALLIED CUSTOM GYPSUM	
Serial Number:	77084490	ACG PLASTERWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 74055957

via US Mail.

Email: dcassinelli@proskauer.com
Correspondent Name: Diane Cassinelli
Address Line 1: c/o Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51494/007
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	12/21/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2012, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, HARRISON GYPSUM, LLC, an Oklahoma limited liability company (the “*Borrower*”), HARRISON GYPSUM HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Parent, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of December 21, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and 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 and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 subject to a security interest hereunder.

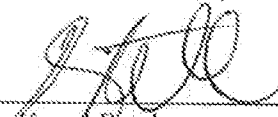
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

HARRISON GYPSUM, LLC, as Grantor

By:  _____

Name: Kevaj Patel


Title: Vice President, Assistant Treasurer and
Assistant Secretary


[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004927 FRAME: 0253

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
Harrison Gypsum, LLC		74/055,957 1,686,974 05/12/1992	Registered
Harrison Gypsum, LLC	<i>Valu-Fill</i>	74/055,959 1,642,516 04/30/1991	Registered
Harrison Gypsum, LLC	ACCUCRETE	76/575,413 3,066,404 03/07/2006	Registered
Harrison Gypsum, LLC	ACCURADIANT	76/640,122 3,089,336 05/09/2006	Registered
Harrison Gypsum, LLC	ACCUQUIET	76/592,023 3,240,214 05/08/2007	Registered
Harrison Gypsum, LLC	ALLIED CUSTOM GYPSUM PLASTERWORKS	76/596,042 3,496,305 09/02/2008	Registered

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
Harrison Gypsum, LLC	ACCULEVEL	76/640,121 3,643,915 06/23/2009	Registered
Harrison Gypsum, LLC	DYNAPLAST	78/726,389 3,295,162 09/18/2007	Registered
Harrison Gypsum, LLC	ALLIED CUSTOM GYPSUM	77/084,527 3,421,320 05/06/2008	Registered
Harrison Gypsum, LLC	 PLASTERWORKS	77/084,490 3,923,316 02/22/2011	Registered

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.