

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
Origin Point Brands		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FirstMerit Bank
Street Address:	106 South Main Street
Internal Address:	12th Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	77296930	CARRIAGE HOUSE
Serial Number:	85700393	CENTIA
Serial Number:	77408797	GRAND EMPIRE DECORATIVE FENCE
Serial Number:	85498778	GARDEN ZONE
Serial Number:	85355331	GOPHER GUARD
Serial Number:	78914630	GROTALL
Serial Number:	78914783	HANDY ROLL
Serial Number:	75412802	HANDY ROLL
Serial Number:	85179967	HOMEWORKS
Serial Number:	77408862	IRONCRAFT
Serial Number:	85249841	JOINTFORCE
Serial Number:	85337245	NO DIG
Serial Number:	85312276	NO DIG

CH \$665.00 77296930

Serial Number:	77982840	ORIGIN POINT BRANDS
Serial Number:	77885638	ORIGIN POINT BRANDS
Serial Number:	85976602	ORIGIN POINT BRANDS
Serial Number:	85316003	ORIGIN POINT BRANDS
Serial Number:	78914685	ORNAMETAL
Serial Number:	85108406	PET SENTINEL
Serial Number:	85222304	SCREENGUARD
Serial Number:	85222319	SCREENGUARD
Serial Number:	85649834	SUNNYSIDE COOPS
Serial Number:	85649827	SUNNYSIDE COOPS
Serial Number:	76281190	TOMATO TRELIS
Serial Number:	85649808	YARDLINK
Serial Number:	75578634	GARDEN ZONE

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Email: tkelly@blankrome.com

Correspondent Name: Timothy D. Pecsénye Esq.

Address Line 1: Blank Rome, LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	130526-01001
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	12/27/2012

Total Attachments: 10

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TRADEMARK AND PATENT SECURITY AGREEMENT

This **TRADEMARK AND PATENT SECURITY AGREEMENT** (the "Agreement") is made as of December 21, 2012, by **ORIGIN POINT BRANDS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **FIRSTMERIT BANK, N.A.**, as lender ("Lender").

W I T N E S S E T H

WHEREAS, Grantor, as borrower, has entered into that certain Credit and Security Agreement with Lender dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor, as borrower, by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by borrower and guarantors under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants Lender, and hereby reaffirms its grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.

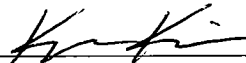
4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORIGIN POINT BRANDS, LLC

By: 
Name: Kyle Kibler
Title: President

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A.

By: _____
Name: John M. Sorber
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT

**TRADEMARK
REEL: 004929 FRAME: 0847**

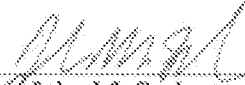
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORIGIN POINT BRANDS, LLC

By:
Name: Kyle Kibler
Title: President

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A.

By: 
Name: John M. Sorber
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

Name	Country	Serial Number	Registration No	Registration Date	Filing Date
Garden Zone	Australia	1071101	1071101	21-Feb-2008	19-Aug-2005
JointForce	Canada	1540364			19-Aug-2011
No Dig (Design Mark)	Canada	1554473			1-Dec-2011
No Dig (Word Mark)	Canada	1550545			3-Nov-2011
Origin Point Brands	Canada	1551350			9-Nov-2011
JointForce (class 17)	China	9879166	9879166	28-Oct-2012	23-Aug-2011
JointForce (class 20)	China	9879165	9879165	21-Nov-2012	23-Aug-2011
JointForce (class 6)	China	9879167	9879167	28-Oct-2012	23-Aug-2011
No Dig (Word Mark)	Mexico	1225278	1278369	10-Apr-2012	4-Nov-2011
Garden Zone	New Zealand	734498	734498	22-Aug-2005	22-Aug-2005
JointForce	Taiwan	100042908			22-Aug-2011
JointForce (class 17)	Thailand	817457			23-Aug-2011
JointForce (class 20)	Thailand	817458			23-Aug-2011
JointForce (class 6)	Thailand	817456			23-Aug-2011
Carriage House	USA	77296930	3570591	3-Feb-2009	5-Oct-2007
Centia	USA	85700393			10-Aug-12
Decorative Fence/Grand Empire	USA	77408797	3495882	2-Sep-2008	28-Feb-2008
Garden Zone	USA	85498778			19-Dec-2011
GopherGuard	USA	85355331		24-Jun-2011	24-Jun-2011
GROTALL & Design	USA	78914630	3329343	6-Nov-2007	22-Jun-2006
Handy Roll & Banner Design	USA	78914783	3564746	20-Jan-2009	22-Jun-2006
HANDY ROLL & Design	USA	75412802	2478301	14-Aug-2001	31-Dec-1997
Home Works	USA	85179967		NA	18-Nov-2010
Ironcraft	USA	77408862	3962125	17-May-2011	28-Feb-2008
JointForce	USA	85249841			23-Feb-2011
No Dig (Design Mark)	USA	85337245	4187837	7-Aug-2012	3-Jun-2011
No Dig (Word Mark)	USA	85312276	4199525	28-Aug-2012	4-May-2011
Origin Point Brands	USA	77982840	4132176	24-Apr-2012	3-Dec-2009
Origin Point Brands	USA	77885638		NA	19-Apr-2011
Origin Point Brands & Design	USA	85976602	4151811	29-May-2012	9-May-2011
Origin Point Brands & Design	USA	85316003		NA	9-May-2011
Ornametal & Design	USA	78914685	3329344	6-Nov-2007	22-Jun-2006
Pet Sentinel	USA	85108406		NA	16-Aug-2010
Screen Guard	USA	85222304			20-Jan-2011
Screen Guard & Design	USA	85222319			20-Jan-2011
Sunnyside Coops	USA	85649834			12-Jun-2012
Sunnyside Coops & Design	USA	85649827			12-Jun-2012
Tomato Trellis	USA	76281190	2619146	10-Sep-2002	6-Jul-2001
Yardlink	USA	85649808			12-Jun-2012
Garden Zone	USA	75578634	2635725	15-Oct-2002	28-Oct-1998

SCHEDULE - 1

130526.01001/12265243v.1

TRADEMARK
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PATENT REGISTRATIONS

Line No	Country	Application Number	Original File date	Patent Number	Issue Date	Title	Notes
1	USA	10/797,410	10-Mar-04	7,677,534	16-Mar-10	Decorative fencing system	
2	USA	11/654,562	18-Jan-07	7,676,926	16-Mar-10	Decorative fencing system	References Application Number 10/797,410 file date March, 2004
3	USA	10/797,410	25-Jan-10			Fencing system	2010/0133492
4	USA	12/656,303	25-Jan-10	8,152,141B2	12-Apr-12	Decorative fencing system	2010/0127231
5	USA	10/797,410	10-Mar-04			Decorative fencing system	2005/0199863
6	Australia	2005221159	22-Feb-11	2005221159			
7	USA	11/797,991	9-May-07		1-Sep-10	Method of manufacturing a decorative fencing system	Continuation-in-part of application No. 10/79741
8	USA	11/797,991	22-Nov-07			Method of manufacturing a decorative fencing system	2007/0267616
9	New Zealand	546988		546988	6-Nov-10	Fence System	
10	USA	12/805,260	21-Jul-2010			Fence Rail Support System	2012/0018692A1
11	USA	13/351,927	17-Jan-2012			Rackable Fencing of Components Optimized for Preassembly Shipping	
12	USA	13/422,854	16-Mar-2012			Fencing system	2012/0175579A1
13	EPO	5725260.3	10-Mar-2005			Decorative fencing system	
14	Canada	CA2526182	10-Mar-2005			Decorative fencing system	

SCHEDULE -1

COMPANY ACKNOWLEDGMENT

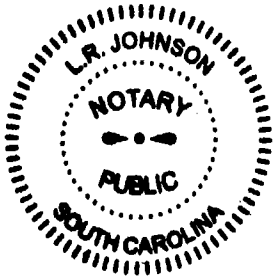
State of SC)
Charleston County : SS)

This instrument was acknowledged before me on the 21st day of December, 2012, by
Kyle Kibler as President of Origin Point Brands

L.R. Johnson

Notary Public, State of _____
My commission expires on _____

[Seal]



L. R. JOHNSON
Notary Public, State of South Carolina
My Commission Expires Sept. 19, 2015

POWER OF ATTORNEY

ORIGIN POINT BRANDS, LLC (“Grantor”), hereby authorizes **FIRSTMERIT BANK, N.A.**, its successors and assigns, and any officer or agent thereof (collectively, “Lender”), as lender under that certain Credit and Security Agreement between Lender and Grantor, dated as of December 21, 2012 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Credit Agreement”), during the continuance of an Event of Default (as defined in the Credit Agreement), as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Lender dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

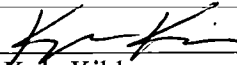
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the other Loan Documents.

This Power of Attorney is coupled with an interest and shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

ORIGIN POINT BRANDS, LLC

By: 
Name: Kyle Kibler
Title: President

**SIGNATURE PAGE TO POWER OF ATTORNEY – TRADEMARK AND PATENT
SECURITY AGREEMENT**

**TRADEMARK
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COMPANY ACKNOWLEDGMENT

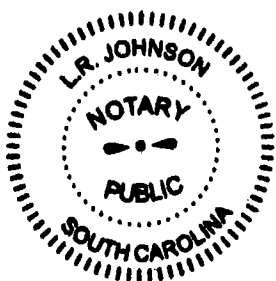
State of SC)
Charleston County) : SS

This instrument was acknowledged before me, on the 21st day of December, 2012, by
Kyle Kibler as President of Origin Point Brands

L.R. Johnson

[Seal]

Notary Public, State of _____
My commission expires on _____



L. R. JOHNSON
Notary Public, State of South Carolina
My Commission Expires Sept. 13, 2015