

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
BFG Kalamazoo, LLC		03/04/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3820935	MICHAEL CARR DESIGNS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01333		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$40.00 3820935

Signature:	/Timothy D. Pecsénye/
Date:	03/11/2013
Total Attachments: 8 source=Trademark Security Agreement (2)#page1.tif source=Trademark Security Agreement (2)#page2.tif source=Trademark Security Agreement (2)#page3.tif source=Trademark Security Agreement (2)#page4.tif source=Trademark Security Agreement (2)#page5.tif source=Trademark Security Agreement (2)#page6.tif source=Trademark Security Agreement (2)#page7.tif source=Trademark Security Agreement (2)#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of March, 2013 by **BFG KALAMAZOO, LLC**, an Indiana limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor, **BFG SUPPLY CO., LLC**, a limited liability company formed under the laws of the State of Indiana ("BFG Supply") and **BFG LOGISTICS, LLC**, a limited liability company formed under the laws of the State of Indiana ("BFG Logistics"), together with Grantor and BFG Supply, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of September 15, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, 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, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan 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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan 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 and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), 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 (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto, plus those trademarks and trademark applications registered to Grantor and set forth on Schedule 5.9 of the Loan Agreement, constitute all trademarks owned or registered to Grantor as of the date of this Agreement.

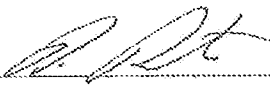
4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

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

BFG KALAMAZOO, LLC

By: 
Name: Nicholas A. Peters
Title: Chairman, Vice President and Treasurer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

(SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT)


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

BFG KALAMAZOO, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: John Cunningham
Title: VP

(SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT)

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	STATUS
MICHAEL CARR DESIGNS	3820935	7/20/10	Registered

POWER OF ATTORNEY

BFG KALAMAZOO, LLC, an Indiana limited liability company ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor and certain affiliates of Grantor (collectively, the "Borrowers" and each a "Borrower"), dated as of September 15, 2010 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), following the occurrence and during the continuance of an Event of Default 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 Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of March 4, 2013 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent 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 Loan 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 Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement until all Obligations (other than contingent liabilities which have not yet been asserted by Secured Party or Lenders and Letters of Credit that have been cash collateralized and/or backstopped by another letter of credit) have been indefeasibly paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

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

BFG KALAMAZOO, LLC

By:  _____

Name: Nicholas A. Peters

Title: Chairman, Vice President and Treasurer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

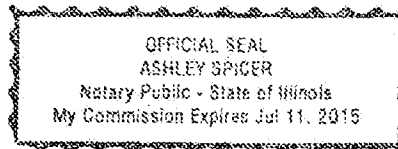
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Illinois : SS
COUNTY OF Lake :

On this 1 of March, 2013, before me personally appeared Nicholas A. Peters, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of BFG Kalamazoo, LLC, an Indiana limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Ashley Spiger
Notary Public

My Commission Expires
July 11, 2015



[SIGNATURE PAGE TO POWER OF ATTORNEY]