

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
Moss Holding Company		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Graycliff Mezzanine II LP, as Collateral Agent
Street Address:	500 Fifth Avenue, 47th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4263258	EZ INTERACTIVE
Registration Number:	3898631	EZ FABRIC WALL SYSTEM
Registration Number:	3902520	MOSS
Registration Number:	3717071	
Registration Number:	3675174	
Registration Number:	3675173	
Registration Number:	3161054	PHOTO FABRIC
Registration Number:	3060039	ENTASI
Registration Number:	1539372	MOSS
Serial Number:	85429423	PHOTO FABRIC
Serial Number:	85315667	ECHOCON

CORRESPONDENCE DATA

Fax Number: 3129021061

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

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via US Mail.

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-98
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	06/28/2013

Total Attachments: 6

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This instrument and the rights and obligations evidenced hereby are and shall at all times be and remain subordinated in right of payment to the extent and in the manner set forth in that certain Subordination Agreement, dated as of June 28, 2013, by and among Fifth Third Bank, Graycliff Mezzanine II LP, Moss Holding Company, and CPC/Moss Holdings, Inc., as amended, to the prior payment in full in cash of all Senior Debt (as defined therein)

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 28, 2013 is executed and delivered by MOSS HOLDING COMPANY, a Delaware corporation (“**Grantor**”), in favor of GRAYCLIFF MEZZANINE II LP, in its capacity as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “**Collateral Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Collateral Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Collateral Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

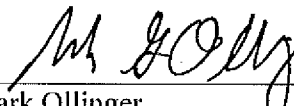
3. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile and other electronic transmission shall bind the parties hereto.

4. *Governing Law.* THE LEGAL REQUIREMENTS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

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- Signature Page(s) Follow -*


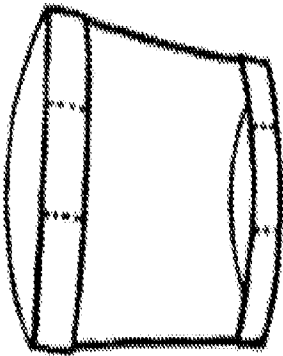
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.


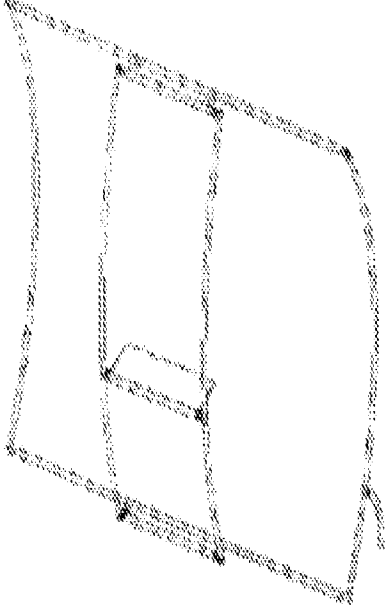
MOSS HOLDING COMPANY



By: 
Name: Mark Ollinger
Title: Chief Financial Officer and Executive
Vice President - Finance

**ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

Trademark Name	Registration Number	Registration Date	Application Number	Application Date
EZ INTERACTIVE	4263258	December 25, 2012	85429407	September 22, 2011 (published October 9, 2012)
	3898631	January 4, 2011	77853025	October 20, 2009 (published October 19, 2010)
MOSS	3902520	January 11, 2011	77707534	April 6, 2009 (published October 26, 2010)
 (Design only)	3717071	November 24, 2009	77469343	May 8, 2008

 <p>(Design only)</p>	3675174	September 1, 2009	77469373	May 8, 2008 (published June 16, 2009)
 <p>(Design only)</p>	3675173	September 1, 2009	77469366	May 8, 2008 (published June 16, 2009)
PHOTO FABRIC	3161054	October 17, 2006	78467746	August 16, 2004

	3060039	February 21, 2006	78463147	August 6, 2004 (published November 29, 2005)
	1539372	May 16, 1989 (renewed May 16, 2009)	73635142	December 12, 1986 (published February 21, 1989)

TRADEMARK APPLICATIONS

Trademark Name	Application Filing Date	Application Serial No.
PHOTO FABRIC	September 22, 2011	85429423
ECHOCON	May 9, 2011	85315667