

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
Divisions, Inc.		06/28/2013	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Caltius Partners IV, LP		
Street Address:	11766 Wilshire Blvd.		
Internal Address:	Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85403380	DIVISIONS MAINTENANCE GROUP	
Serial Number:	85407067	DIVISIONS MAINTENANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	30138.37		
NAME OF SUBMITTER:	Ryan C. Compton		
Signature:	/Ryan C. Compton/		

OP \$65.00 85403380

Date:

07/03/2013

Total Attachments: 5

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EXECUTION COPY

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 28 2013 AMONG PNC BANK, NATIONAL ASSOCIATION, CALTIUS PARTNERS IV, LP, CALTIUS PARTNERS EXECUTIVE IV, LP, DIVISIONS HOLDING CORPORATION, DIVISIONS, INC. AND DIVISIONS INTERNATIONAL LLC TO CERTAIN SENIOR INDEBTEDNESS DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH PARTY TO OR HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 28, 2013, is made by the undersigned ("Debtor"), in favor of CALTIUS PARTNERS IV, LP, a Delaware limited partnership (as agent on behalf of itself and certain other parties "Agent"). Terms used but not otherwise defined herein have the meanings set forth in the Security Agreement (as defined below).

RECITALS

A. Divisions Holding Corporation, Divisions, Inc., Divisions International LLC and Agent are parties to a Security Agreement dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtor has agreed to execute and deliver to Agent this Trademark Security Agreement.

C. The execution and delivery of this Trademark Security Agreement is a condition to Agent's entering into the Security Agreement and the other transactions contemplated by the Investment Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Schedule 1 attached hereto sets forth all trademark registrations and trademark applications (collectively, "Trademarks") owned by the Debtor, and Debtor hereby pledges and grants to Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of Debtor to Agent under the Investment Documents to which Debtor is now or hereafter becomes a party and (b) all obligations of the Debtor and rights of Agent under this Trademark Security Agreement.

2. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Agent shall otherwise determine.

3. TERMINATION. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed under seal as of the day and year first written above.

DIVISIONS, INC.

By: 

Name: *Caryn Mitchell*

Title: *President*

Accepted and Agreed:

CALTIVUS PARTNERS IV, LP

By: CP IV, LP, its general partner

By: _____

Name: Gregory J. Howorth

Title: Managing Director

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed under seal as of the day and year first written above.

DIVISIONS, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CALTIVUS PARTNERS IV, LP
By: CP IV, LP, its general partner

By:  _____
Name: Gregory J. Howorth
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Mark	Serial Number	Registration Number	Country/ State
DIVISIONS MAINTENANCE GROUP	85403380	4,174,33	USA
DIVISIONS MAINTENANCE GROUP & Design	85407067	4,182,164	USA