

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
Hubbardton Forge, LLC		11/04/2013	LIMITED LIABILITY COMPANY: VERMONT
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2315499	HUBBARDTON FORGE	
Registration Number:	3008946	HUBBARDTON FORGE	
Registration Number:	2997716		
Registration Number:	3691017		
CORRESPONDENCE DATA			
Fax Number:	6175744112		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-3518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey Mordas		

OP \$115.00 2315499

900272014

TRADEMARK
REEL: 005154 FRAME: 0689

Signature:	/s/ Stacey A. Mordas
Date:	11/15/2013
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 4, 2013, is made by HUBBARDTON FORGE, LLC, a Vermont limited liability company ("Hubbardton" and, a "Borrower" and "Grantor"), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Forge Acquisition Inc., a Delaware corporation ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Hubbardton and the Administrative Agent have entered into that certain Joinder Agreement of even date herewith, pursuant to which Hubbardton became a Borrower under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Holdings and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Credit Agreement, Hubbardton and the Administrative Agent have entered into that certain Joinder Agreement of even date herewith, pursuant to which Hubbardton became a Grantor under the Guarantee and Collateral Agreement; and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

GRANTOR:

HUBBARDTON FORGE LLC

By: Forge Acquisition Inc., its Sole Member

By: _____
Name: _____
Title: _____

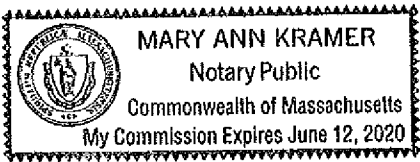
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)
) ss.:
COUNTY OF Suffolk)

On the 4th day of November in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Louis M. McEwen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

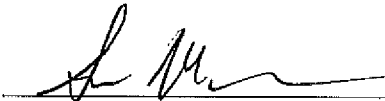
Mary Ann Kramer
Notary Public

My commission expires:



ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 
Name: Sean McKeever
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks for Hubbardton Forge, LLC

	<u>Trademark</u>	<u>Registration n/ Application n.#</u>	<u>Country</u>	<u>Notes</u>
1	Hubbardton Forge	2,315,499	USA	Section 8 filing due between 2/8/05 and 2/8/06. Renewal due between 2/8/09 and 2/8/20
2	Hubbardton Forge with Tongs	3,008,946	USA	HUBBARDTON FORGE AND DESIGN Classes 011, 021 Application Serial No. 78/483030 US Registered 10/25/2005 Reg. No.: 3,008,946 Use based application filed 09/14/04 Renewal due from 10/25/14 10/25/15 Sections 8 & 15 10/25/10-10/25/11.
3	Hubbardton Forge and Design	4,426,718	China	HUBBARDTON FORGE AND DESIGN Class 011, Application Filed 12/21/2004, Awaiting Certificate of Registration with exact renewal dates.
4	Hubbardton Forge and Design			China
5	Tongs alone	2,997,716	USA	DESIGN OF TONGS Classes 011, 021 Application Serial No. 78/448246 US Registered 9/20/2005 Reg. No.: 2,997,716 Use based application filed 07/09/04. Renewal due from 9/20/14-9/20/15. Sections 8 & 15 9/20/10-9/20/11.
6	Sweeping Taper Sconce	3691017	USA	HUBBARDTON FORGE, LLC Mark: DESIGN OF TAPER ON LIGHTING FIXTURES Class(es): 11 Reg. No. : 3691017 Reg. Date: October 6, 2009

Trade Names

- (1) Hubbardton Forge
- (2) Hubbardton Forge Design
- (3) Hubbardton Collection
- (4) Hubbardton Forge & Wood

Internet Domain Names

- (1) hubbardonforge.com
- (2) hubbardton.com
- (3) hubbardton-forge.com
- (4) hubbardtonforge.com
- (5) hubbardtonlighting.com
- (6) vermontforge.com
- (7) vtforge.com