

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
Haines and Kibblehouse, Inc.		01/07/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	First Niagara Bank, N.A.		
Street Address:	726 Exchange Street		
Internal Address:	Suite 900		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14210		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3134869	THE H&K GROUP	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.979.1817		
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane S. Campbell		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	F7354-00006		
NAME OF SUBMITTER:	Christiane S. Campbell		
Signature:	/Christiane S. Campbell/		

CH \$40.00 3134869

Date:

01/31/2014

Total Attachments: 17

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TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated January 7, 2014, is by and between HAINES AND KIBBLEHOUSE, INC., a Pennsylvania corporation (the "Debtor") and FIRST NIAGARA BANK, N.A., a national banking association, as Administrative Agent, (the "Administrative Agent") on behalf of certain Lenders.

W I T N E S S E T H :

WHEREAS, Debtor, certain other Borrowers, the Administrative Agent, the Borrowing Base Collateral Agent, and certain Lenders are party to the certain Credit Agreement dated as of the date hereof (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Credit Agreement");

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, in order to induce Lenders to enter into the Credit Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Administrative Agent on behalf of the Lenders certain collateral security as set forth herein. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Credit Agreement.

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Administrative Agent on behalf of the Lenders a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles, logos and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints, recordings and labels on which such trademarks, trade names, trade styles, logos and service marks appear, have appeared or will appear, and all designs and general

intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue or bring other rights of action for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Administrative Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to the Administrative Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications; provided, that, to the extent that Debtor determines that any of the foregoing is no longer necessary or in the best interests of the business of Debtor, it shall promptly so notify Administrative Agent, which notification shall in any event be no later than thirty (30) days prior to any deadline for performing all such acts and executing all such documents necessary to maintain the existence of the Collateral as valid and subsisting. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, (ii) the security interests permitted under the Credit Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Administrative Agent, except as otherwise permitted herein or in the Credit Agreement. Nothing in this Agreement shall be deemed a consent by Administrative Agent to any such action, except as such action is expressly permitted hereunder.

(d) Debtor acknowledges that value has been given and acknowledges and agrees that the security interests granted attached upon the execution of the Loan Agreement and the Debtor obtaining any rights in the Collateral.

(e) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Administrative Agent to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Administrative Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Administrative Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state, provincial, territorial or government office.

(f) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto.

(g) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Administrative Agent three (3) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Administrative Agent's exercise of the rights and remedies granted to it in accordance with the terms hereof.

(h) Administrative Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Administrative Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Administrative Agent for any such payment, which payment shall be deemed an advance by Administrative Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Debtor to Administrative Agent set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(i) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office, any similar office or agency in the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, unless Debtor has given Administrative Agent prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State, Province or Territory thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Administrative Agent, Debtor shall promptly execute and deliver to Administrative Agent any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Administrative Agent to

evidence the security interest in and collateral assignment of such Trademark in favor of Administrative Agent.

(j) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, illegal, unenforceable, avoided, or avoidable.

(k) Debtor shall render any assistance, as Administrative Agent shall reasonably determine is necessary, to Administrative Agent in any proceeding before the United States Patent and Trademark Office, any federal, provincial, territorial or state court, or any similar office or agency in the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Administrative Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(l) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Administrative Agent, including, without limitation, the creation, validity, priority or perfection of the security interest granted herein or the remedies of Administrative Agent hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part, nor is the legality, validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Administrative Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Administrative Agent, Debtor, at Debtor's sole expense, shall join with Administrative Agent in such action as Administrative Agent, in Administrative Agent's reasonable discretion, may deem advisable for the protection of Administrative Agent's interest in and to the Trademarks.

(m) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Administrative Agent harmless from and against any claim, suit, loss, damage, or expense (including professionals and attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(n) Debtor shall promptly pay Administrative Agent for any and all expenditures made by Administrative Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' and professionals' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the

rate then applicable to the indebtedness of Debtor to Administrative Agent set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Administrative Agent, upon the occurrence of any Event of Default, as such term is defined in the Credit Agreement (each, an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Administrative Agent, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, Administrative Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Administrative Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Administrative Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Administrative Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Administrative Agent may determine.

(b) Administrative Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Administrative Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Administrative Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Administrative Agent shall have the power to buy the Collateral or any part thereof, and Administrative Agent shall also have the power to execute assurances and perform all other acts which Administrative Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) Administrative Agent may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or any employee or employees of Administrative Agent or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and/or manager) of any Collateral of Debtor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of the Debtor, and Administrative Agent shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing

him/her, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Administrative Agent, all money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Administrative Agent. Every such Receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent. The Administrative Agent, may, either directly or through its agents or nominees, exercise any or all powers and rights given to a Receiver by virtue of the foregoing provisions of this paragraph.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Administrative Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Special Power of Attorney described in Section 3(g) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Administrative Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' and professionals' fees and legal expenses. Debtor agrees that Administrative Agent has no obligation to preserve rights to the Trademarks against any other parties.

(f) Administrative Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' and professionals' fees and all legal, travel and other expenses which may be incurred by Administrative Agent. Thereafter, Administrative Agent may apply any remaining proceeds to such of the Obligations as Administrative Agent may in its discretion determine. Debtor shall remain liable to Administrative Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Administrative Agent on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Debtor to Administrative Agent as set forth in the Credit Agreement.

(g) Debtor shall supply to Administrative Agent or to Administrative Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(h) Nothing contained herein shall be construed as requiring Administrative Agent to take any such action at any time. All of Administrative Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be

cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Pennsylvania but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Pennsylvania.

(b) Debtor and Administrative Agent irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania in Philadelphia County and the United States District Court for the Eastern District of Pennsylvania, whichever Administrative Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of Debtor and Administrative Agent in respect of this Agreement or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Administrative Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Administrative Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) DEBTOR AND ADMINISTRATIVE AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND ADMINISTRATIVE AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND ADMINISTRATIVE AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND ADMINISTRATIVE AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(d) Notwithstanding any other provision contained herein, Administrative Agent shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in

connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Administrative Agent that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Administrative Agent shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

7. EFFECT OF AMENDED AND RESTATED AGREEMENT

Except as otherwise explicitly provided in this Agreement, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Original Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of the parties to the Original Security Agreement or the security interest or lien granted or created thereby. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, waive, release, cancel or extinguish, or constitute a novation in respect of, the security interest, lien or obligations evidenced by or arising under the Original Security Agreement.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be deemed to have been given or made if done so in accordance with the notice provisions of the Credit Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Administrative Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(d) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited or unlimited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Administrative Agent and its successors and assigns.

(c) If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be

illegal, invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Administrative Agent. Administrative Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Administrative Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Administrative Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Administrative Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Administrative Agent have executed this Agreement as of the day and year first above written.

HAINES AND KIBBLEHOUSE, INC., a
Pennsylvania corporation

By: C Robert Bowers
Name: C. Robert Bowers
Title: Chief Financial Officer

FIRST NIAGARA BANK, N.A., as
Administrative Agent on behalf of Lenders

By: _____
Name: _____
Title: _____

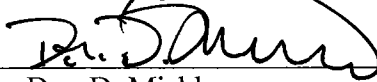
[Signature Page to Amended and Restated Trademark and Collateral Assignment and Security Agreement]

IN WITNESS WHEREOF, Debtor and Administrative Agent have executed this Agreement as of the day and year first above written.

HAINES AND KIBBLEHOUSE, INC., a
Pennsylvania corporation

By: _____
Name: C. Robert Bowers
Title: Chief Financial Officer

FIRST NIAGARA BANK, N.A., as
Administrative Agent on behalf of Lenders

By:  _____
Name: Don D. Mishler
Title: First Vice President

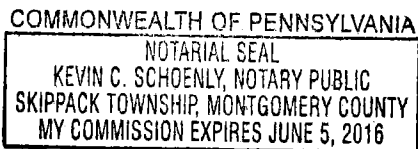
[Signature Page to Amended and Restated Trademark and Collateral Assignment and Security Agreement]

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 5th day of Jan, 2014, before me personally came C. Robert Bowers to me known, who being duly sworn, did depose and say, that he/she is the Chief Financial of HAINES AND KIBBLEHOUSE, INC, and that (s)he being authorized to do so, executed the Officer foregoing instrument for the purposes therein contained by signing.

Kevin C Schoenly

Notary Public



STATE OF Pennsylvania)
)
COUNTY OF Philadelphia) ss.:

On this 7th day of January 2014, before me personally came Don D. Kuhler
to me known, who, being duly sworn, did depose and say, that he/she is the First VP
of FIRST NIAGARA BANK, N.A., and that (s)he being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing.

Catherine R. Cush

Notary Public

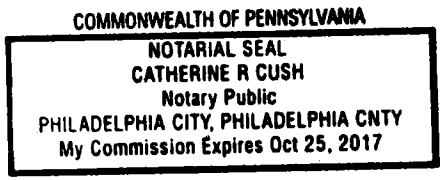


EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

<u>Trademark No.</u>	<u>Date of Trademark</u>	<u>Description of Trademark</u>
Serial No. 78352866 Registration No. 3134869	Filing Date: January 16, 2004 Registration Date: August 29, 2006	Mark Drawing Code: (4) Standard Character Mark Word Mark: The H&K Group

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY
(see attached)

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this ___ day of _____, 2014 before me personally came _____,
to me known, who being duly sworn, did depose and say, that he/she is the _____
of HAINES & AND KIBBLEHOUSE, INC., and that (s)he being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing.

Notary Public