

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenbuild, Inc.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833369	GREENBUILD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-530		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	02/26/2014		

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Total Attachments: 4

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of December 31, 2013, is delivered by Hanley-Wood, LLC, a Delaware limited liability company ("Grantor") and Greenbuild, Inc., a Delaware corporation ("Greenbuild") in favor of General Electric Capital Corporation, as agent for the Secured Parties ("Agent") in connection with the Security Agreement described below.

R E C I T A L S:

WHEREAS, Grantor is indebted to Agent and the Secured Parties pursuant to that certain Guaranty and Security Agreement dated as of December 27, 2012 (as amended, restated, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Agent are party to that certain Trademark Security Agreement dated as of May 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"), recorded on May 29, 2013, as Reel/Frame 5037/0016 with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to a Worldwide Trademark Assignment dated December 31, 2013, Grantor concurrently assigns its right, title and interest in and to the trademarks on the attached Schedule A to Greenbuild, and

WHEREAS, Grantor and Greenbuild acknowledge that the transfer of the trademarks on Schedule A does not interrupt the security interest in said marks, and desire to confirm the same in writing.

NOW, THEREFORE, the parties hereto agree for good and valuable consideration to amend the Trademark Agreement as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Uninterrupted Security Interest. Grantor and Greenbuild represent and warrant to Agent as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement; or (B) diminish, prejudice or waive Agent or any Secured Party's rights and remedies under the Trademark Agreement, and Agent hereby reserves all of such rights and remedies.

Section 3. Security Agreement. The security interest confirmed in this Amendment is pursuant to the Security Agreement, and Grantor and Greenbuild hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the trademark collateral 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. Moreover, Greenbuild expressly agrees to be bound by all terms and conditions of the Security Agreement, the Trademark Agreement, and this Amendment.

Section 4. Remaining Liability. Greenbuild hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

Section 5. Transfer. Grantor acknowledges that it is entering into this Amendment in light of the concurrent transfer of the marks listed on Schedule A.

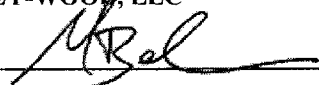
Section 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

Section 7. Governing Law. This Amendment shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles.

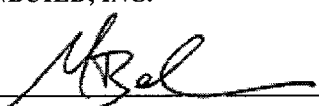
[signature page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

HANLEY-WOOD, LLC

By: 
Name: _____
Title: _____

GREENBUILD, INC.

By: 
Name: _____
Title: _____

[Amendment to Trademark Security Agreement dated 5/23/13]

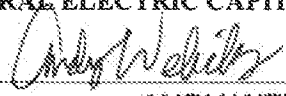
Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name: _____

Title: _____



ANDY WELICKY

Duly Authorized Signatory

SCHEDULE A
TRADEMARKS
REGISTRATIONS

Trademark Name	Country	Reg. No./ Reg. Date
GREENBUILD	China	7694955 07-Oct-2012
GREENBUILD	Hong Kong	301152701 03-Jul-2008
GREENBUILD	Korea	213546 15-Jul-2011
GREENBUILD	Mexico	1127461 27-Oct-2009
GREENBUILD	Saudi Arabia	1365/37 21-May-2012
GREENBUILD	Singapore	T0809040B 09-Jul-2008
GREENBUILD FIRST USE: 02-28-2003	United States	2833369 13-Apr-2004

APPLICATIONS

Trademark Name	Country	App. No./ App. Date
GREENBUILD	United Arab Emirates	136349 25-Nov-2009

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