

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvey Industries, Inc.		09/03/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3892209	"H", HARVEY BUILDING PRODUCTS	
Registration Number:	3892211	"H", HARVEY BUILDING PRODUCTS	
Registration Number:	3823413	CLIMATE DEFENSE SYSTEM	
Registration Number:	4348139	HBP PROZONE	
Serial Number:	86220396	PROBUCKS	
Serial Number:	86222835	PRO BUCKS	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jdavis@edwardswildman.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	2680.4005		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	09/19/2014		

CH \$165.00 3892209

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 3, 2014, by HARVEY INDUSTRIES, INC., a Massachusetts corporation ("Pledgor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent pursuant to the A&R Credit Agreement (in such capacity, the "Administrative Agent").

This Agreement is a supplement to that certain Trademark Security Agreement dated as of August 28, 2014 among the Pledgor and the Administrative Agent (the "Trademark Security Agreement").

RECITALS

A. The Pledgor and the Administrative Agent are parties to that certain Credit Agreement dated as of August 28, 2009, as amended (as so amended, the "Existing Credit Agreement"), pursuant to which certain lenders agreed to make loans and provide other credit accommodations to the borrower thereunder from time to time.

B. In connection with the Existing Credit Agreement, the Pledgor and the Administrative Agent entered into that certain Security Agreement dated as of August 28, 2014 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") pursuant to which the Pledgor was required to execute and deliver the Trademark Security Agreement. Capitalized terms used herein without definition have the respective meanings assigned to them in the Security Agreement. Pursuant to the Security Agreement and the Trademark Security Agreement, Pledgor pledged and granted a security interest in and assigned to the Administrative Agent for the benefit of the Secured Parties, among other assets and rights, all Trademarks of the Pledgor.

C. On even date hereof, the Pledgor and the Administrative Agent are entering into certain Amended and Restated Credit Agreement by and among the Pledgor, each lender party thereto from time to time and the Administrative Agent, as administrative agent and L/C Issuer, (as amended, restated, supplemented or otherwise modified from time to time, the "A&R Credit Agreement") to amend certain provisions of the Existing Credit Agreement and make available to the Pledgor the credit facilities provided for therein; and

D. Since the execution of the Security Agreement and the Trademark Security Agreement, the Pledgor has registered new Trademarks and/or filed new applications for Trademarks with the U.S. Patent and Trademark Office (the "New Trademark Collateral").

E. The Pledgor wishes to supplement the Trademark Security Agreement to reflect the New Trademark Collateral in furtherance of the rights granted to the Administrative Agent for the benefit of the Secured Parties, and it is a condition precedent to the willingness of the Administrative Agent and the Secured Parties to enter into an A&R Credit Agreement that the Pledgor execute and deliver this Agreement to the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Pledgor hereby agrees as follows:

1. **Security Interest.** The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor, including, but not limited to, those Trademarks

listed on Schedule I attached hereto and made a part hereof, together with the Goodwill of the business associated with such Trademarks, and all Proceeds of the any and all of the foregoing (collectively, the "Collateral"), as security for the Secured Obligations (as defined in the A&R Credit Agreement). The Pledgor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

3. Termination. Upon the termination of the Security Agreement as provided in Section 13.4(a) thereof, but subject to Section 13.4(b) thereof, (a) this Agreement shall terminate and (b) the Administrative Agent shall, promptly upon the request (and at the expense) of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

HARVEY INDUSTRIES, INC.

By: 
Name: Thomas Bigony
Title: Co-Chief Executive Officer

By: 
Name: Erik Janmyrd
Title: Co-Chief Executive Officer

[Supplemental Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Darleen R. Parmelee
Name: Darleen R. Parmelee
Title: Vice President

[Supplemental Trademark Security Agreement]

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

AM 36667451.2

TRADEMARK
REEL: 005365 FRAME: 0645

Trademark	International Class	Registration/Application Number/Date
WE UNDERSTAND WHAT IT TAKES TO BE PART OF YOUR HOME	35	3,661,743 – July 28, 2009
HARVEY BUILDING PRODUCTS	35	3,592,726 – March 17, 2009
HARVEY HOME IMPROVED and Design	42	3,358,856 – December 25, 2007
TRIBUTE	19	3,599,695 – March 31, 2009
VIGILANCE	19	3,606,834 – April 14, 2009
VIGILANCE	06	3,606,833 – April 14, 2009
HARVEY and design	40	2,010,298 – October 22, 1996
HARVEY and design	19	2,010,297 – October 22, 1996
HARVEY and design	6	2,010,296 – October 22, 1996
HARVEY and design	42	2,010,299 – October 22, 1996
“H” HARVEY BUILDING PRODUCTS and design	19	3,892,209 – December 21, 2010
“H” HARVEY BUILDING PRODUCTS and design	35	3,892,211 – December 21, 2010
CLIMATE DEFENSE SYSTEM	19	3,823,413 – July 20, 2010
HBP Prozone	35	4348139 – June 4, 2013
PRO BUCKS and design	35	Application 86220396 – March 13, 2014
PRO BUCKS	35	Application 86222835 – March 13, 2014