

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM317497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stone Panels, Inc.		09/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	70 W. Madison Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	State Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2794052	STONE PANELS INC.	
<b>Registration Number:</b>	3362398	STONELITE	
<b>Serial Number:</b>	86151096	STONEPANELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127874		
<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>			
<b>Phone:</b>	314-444-7600		
<b>Email:</b>	tbranson@lewisrice.com		
<b>Correspondent Name:</b>	Terri Branson		
<b>Address Line 1:</b>	600 Washington Ave., Suite 2500		
<b>Address Line 2:</b>	Lewis, Rice & Fingersh, L.C.		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	109665.61875		
<b>NAME OF SUBMITTER:</b>	Terri Branson		
<b>SIGNATURE:</b>	/Terri Branson/		
<b>DATE SIGNED:</b>	09/19/2014		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is dated as of September 19, 2014, and is by Stone Panels, Inc., a Delaware corporation (“Grantor”), in favor of The PrivateBank and Trust Company (“Lender”).

### RECITALS

A. Grantor and Stone Panels Holding Corporation, a Delaware corporation (collectively, the “Borrowers”), and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make loans to the Borrowers and issue letters of credit on behalf of the Borrowers.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule, any trademark issued pursuant to a trademark application referred to in Schedule and any trademark licensed under any trademark license listed on Schedule (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

*[signature page follows]*

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Stone Panels, Inc., a Delaware corporation

By: 

Print Name: Elizabeth F. Shaner

Title: VP

Acknowledged:

The PrivateBank and Trust Company

By: \_\_\_\_\_

Print Name: Tom Shaner

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005365 FRAME: 0891

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Stone Panels, Inc., a Delaware corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

The PrivateBank and Trust Company

By:   
Print Name: Tom Shaner  
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT



**TRADEMARK**  
**REEL: 005365 FRAME: 0892**


SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT



**Trademarks, Trademark Applications and Trademark Licenses**




Trademarks:

**Stone Panels, Inc.**  
Current Trademark Registrations/Application  
August 4, 2014

<u>Mark</u>	<u>Reg'n No.</u>	<u>Issued</u>	<u>Goods</u>
United States:			
	2,794,052	12/16/03	building panels composed of natural stone faces bonded to a metal support; next renewal due: 12/16/23 ("stone panels" and "inc." disclaimed) (our reference: T33488US0)
	3,362,398	01/01/08	building wall panels composed of thin natural stone veneer reinforced with an aluminum honeycomb backing; next renewal due 01/01/18 (our reference: T35758US0)

<u>Mark</u>	<u>App'n No.</u>	<u>Filed</u>	<u>Goods</u>
	86/151,096	12/23/13	building panels composed of natural stone faces bonded to a metal support; status: Office Action issued 04/10/2014, response due 10/10/2014, awaiting receipt of client's instructions (our reference: T39628US0)

<u>Mark</u>	<u>Reg'n No.</u>	<u>Issued</u>	<u>Goods</u>
Canada:			
	TMA609194	05/03/04	building panels composed of natural stone faces bonded to a metal support; next renewal due 05/03/19 ("stone panels" disclaimed) (our reference: T33488CA0)
	TMA736968	03/26/09	lightweight reinforced and lightweight honeycombed-backed thin stone veneer products used as structural building panels; next renewal due 03/26/24 ("stone" disclaimed) (our reference: T35553CA0)

<u>Mark</u>	<u>Reg'n No.</u>	<u>Issued</u>	<u>Goods</u>
European Community:			
	002832426	08/28/02	metal building materials; metal supports for building panels and natural stone facings; non-metallic building materials, building panels; building panels composed of natural stone faces bonded to a metal support, next renewal due 08/28/22 (our reference: T33488EU0)
	004956645	08/02/07	metal building materials; structural panels for internal or external use for buildings (made of metal); building materials, not of metal; structural panels for internal or external use for buildings; lightweight reinforced and lightweight honeycomb-backed thin stone veneers; next renewal due 03/14/16 (our reference: T33553EU0)
	000496294-001	03/14/06	registration of the design of the logo itself; next renewal due 03/14/16 (our reference: T5758EM0)

The Company has registered the following website URL domain names:

- \* thinstone.com
- \* stonepanels.com