

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Railing Dynamics, Inc.		09/23/2014	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2323823	FINYL RAIL
Registration Number:	2723147	ENDURANCE
Registration Number:	3149785	NOVALINE
Registration Number:	3201365	STRATA
Registration Number:	3517648	TITAN PRO RAIL
Registration Number:	3648282	FOR HOME FOR LIFE
Registration Number:	3754684	RDI
Registration Number:	3754687	RDI
Registration Number:	3927378	RAILING DYNAMICS, INC.
Registration Number:	4227422	RDI METALWORKS
Registration Number:	4265457	EXCALIBUR

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	314368
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/25/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of September, 2014, RAILING DYNAMICS, INC., a New Jersey corporation (“*Trademark Debtor*”) with its principal place of business and mailing address at 135 Steelmanville Rd, Egg Harbor Township, NJ, 08234, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, 17 West, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Trademark Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between Trademark Debtor, the other Debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Trademark Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Trademark Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Trademark Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAILING DYNAMICS, INC.

By 
Name Luc Dufour
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAILING DYNAMICS, INC.

By _____
Name Luc Dufour
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent


By _____
Name _____
Title Frederick Giraud, CFA
Managing Director
Corporate Finance, ABL
BMO Bank of Montreal

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 005369 FRAME: 0035

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED MARKS	Type	U.S. Registration Number	Date Registered
FINYL RAIL	Standard Character	2,323,823	February 29, 2000
ENDURANCE	Standard Character	2,723,147	June 10, 2003
NOVALINE	Standard Character	3,149,785	September 26, 2006
STRATA	Standard Character	3,201,365	January 23, 2007
TITAN PRO RAIL	Standard Character	3,517,648	October 14, 2008
FOR HOME FOR LIFE	Standard Character	3,648,282	June 30, 2009
	Stylized	3,754,684	March 2, 2010
rdi	Standard Character	3,754,687	March 2, 2010
RAILING DYNAMICS, INC.	Standard Character	3,927,378	March 8, 2011
RDI METALWORKS	Standard Character	4,227,422	October 16, 2012
EXCALIBUR	Standard Character	4,265,457	December 25, 2012