

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HB&G Building Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) June 24, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as administrative agent

Internal Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA

Zip: 10036

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 6/17

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Signature

Michael G. Regina
Name of Person Signing

6/24/2015
Date

Total number of pages including cover sheet, attachments, and document. 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

OP \$440.00 86255483

ADDITIONAL NAMES OF CONVEYING PARTIES

HB&G Holdings, Inc.	Corporation	Delaware
Crown Column & Millwork Company, LLC	Limited Liability Company	Delaware
Image Rotomolding Enterprises, Inc.	Corporation	Delaware
Flex Trim Holding Co.	Corporation	Delaware
DP Alabama Holding Co., Inc.	Corporation	Delaware
Turnkey Millwork, Inc.	Corporation	North Carolina

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARKS:

<u>Trademark Registration / Serial</u>	<u>Mark</u>	<u>Status</u>
86255483	PLUMB-FIT	Active
86630022	PERMACAST ROUGH SAWN	Active
86629905	PERMAROUGHSAWN	Active
86625680	ARBOR-LOC	Active
86450696	PERMATUFF	Active
4687100	ARBORSDIRECT	Active
86470558	PERMASNAP	Active
86203263	COLUMN-LOC	Active
4592440	PERMALITE	Active
4580100	ARBORBUILT	Active
4559146	HB&G	Active
3137276	PERMA WRAP	Active
2587802	HB&G PERMA SOLUTIONS	Active
2467769	PERMAPORCH	Active
2057928	PERMAPOST	Active
3219623	DURALITE	Active
3022818	HARTMANN SANDERS	Active

3712341.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of June 24, 2015, is made by HB&G BUILDING PRODUCTS, INC. ("HB&G"), HB&G HOLDINGS, INC. ("Holdings"), CROWN COLUMN & MILLWORK COMPANY, LLC ("Crown"), IMAGE ROTOMOLDING ENTERPRISES, INC. ("Image"), FLEX TRIM HOLDING CO. ("Flex"), DP ALABAMA HOLDING CO., INC. ("DP Alabama") and TURNKEY MILLWORK, INC. ("Turnkey" and together with HB&G, Holdings, Crown, Image, Flex and DP Alabama, each individually, a "Grantor" and collectively, the "Grantors"), in favor of ALLY BANK, as administrative agent ("Grantee") for the Lenders (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof, among HB&G, Holdings, Grantee and the lender parties thereto (the "Lenders") (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), the Lenders have extended and may extend certain loans and other financial accommodations to, or for the benefit of, the Grantors pursuant to the terms of the Credit Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this IP Security Agreement, the Security Agreement (as defined below) and the Credit Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "Loan Documents"); and

WHEREAS, as security for each Grantor's obligations arising under the Loan Documents, each Grantor has granted to Grantee a security interest in, among other property, the intellectual property of such Grantor, all as more fully set forth in that certain Security Agreement, dated on or about the date hereof, among the Grantors and Grantee (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and

WHEREAS, each Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO") and the United States Copyright Office ("US Copyright Office").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security. Each Grantor hereby pledges and grants to the Grantee, for the benefit of the Lenders, a security interest in and to all of the right, title and interest of such Grantor in, to and under the intellectual property of such Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "IP Collateral"):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with each Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the "Patents");

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered IP Collateral.

3. Recordation.

(a) With respect to the Patents and Trademarks, each Grantor hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

(b) With respect to the Copyrights, each Grantor authorizes the Register of Copyrights for the US Copyright Office and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

4. Special Power of Attorney. Each Grantor will, concurrently with the execution and delivery of this IP Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents.

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The obligations and covenants of each Grantor relating to the IP Collateral are as provided by the Security Agreement and nothing in this IP Security Agreement shall be deemed to limit such obligations or any representations or covenants pertaining to the IP Collateral. The rights and remedies of the Grantee with respect to the IP Collateral are as provided by the Security Agreement and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this IP Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

HB&G HOLDINGS, INC.

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

HB&G BUILDING PRODUCTS, INC.


By: 
Name: Lance Servais
Title: President and Chief Executive Officer


IMAGE ROTOMOLDING ENTERPRISES, INC.

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

TURNKEY MILLWORK, INC.

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

CROWN COLUMN & MILLWORK COMPANY, LLC

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

[IP Security Agreement]

FLEX TRIM HOLDING CO.

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

DP ALABAMA HOLDING CO., INC.

By: 
Name: Lance Servais
Title: President and Chief Executive Officer

[IP Security Agreement]

AGREED TO AND ACCEPTED:

GRANTEE:

ALLY BANK, as Administrative Agent for the Lenders

By: 

Name: Joseph Skafarowsky

Title: Authorized Signatory

Address: 1185 Avenue of the Americas, 2nd Floor
New York, NY 10036

[IP Security Agreement]

TRADEMARK
REEL: 005564 FRAME: 0795

SCHEDULE 1

Trademarks and Trademark Applications

TRADEMARKS:

HB&G Building Products, Inc.:

<u>Trademark Registration / Serial</u>	<u>Mark</u>	<u>Status</u>
86255483	PLUMB-FIT	Active
86630022	PERMACAST ROUGH SAWN	Active
86629905	PERMAROUGHSAWN	Active
86625680	ARBOR-LOC	Active
86450696	PERMATUFF	Active
4687100	ARBORSDIRECT	Active
86470558	PERMASNAP	Active
86203263	COLUMN-LOC	Active
4592440	PERMALITE	Active
4580100	ARBORBUILT	Active
4559146	HB&G	Active
3137276	PERMA WRAP	Active
2587802	HB&G PERMA SOLUTIONS	Active
2467769	PERMAPORCH	Active
2057928	PERMAPOST	Active

[Schedule 1 – IP Security Agreement]

Crown Column & Millwork Company, LLC None.

HB&G Holdings, Inc. – None.

Image Rotomolding Enterprises, Inc. – None.

Turnkey Millwork, Inc. – None.

Flex Trim Holding Co. – None.

DP Alabama Holding Co., Inc. –

Trademark Registration / Serial	Mark	Status
3219623	DURALITE	Active
3022818	HARTMANN SANDERS	Active

[IP Security Agreement]

SCHEDULE 2

Patents and Patent Applications

HB&G Building Products, Inc. – None.

Crown Column & Millwork Company, LLC – None.

HB&G Holdings, Inc. – None.

Image Rotomolding Enterprises, Inc. – None.

Turnkey Millwork, Inc. – None.

Flex Trim Holding Co. – None.

DP Alabama Holding Co., Inc. – None.

[Schedule 2 - IP Security Agreement]

SCHEDULE 3

Copyrights and Copyright Applications

HB&G Building Products, Inc. – None.

Crown Column & Millwork Company, LLC – None.

HB&G Holdings, Inc. – None.

Image Rotomolding Enterprises, Inc. – None.

Turnkey Millwork, Inc. – None.

Flex Trim Holding Co. – None.

DP Alabama Holding Co., Inc. – None.

[Schedule 3 – IP Security Agreement]

**TRADEMARK
REEL: 005564 FRAME: 0799**

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of HB&G BUILDING PRODUCTS, INC. ("**HB&G**"), HB&G HOLDINGS, INC. ("**Holdings**"), CROWN COLUMN & MILLWORK COMPANY, LLC ("**Crown**"), IMAGE ROTOMOLDING ENTERPRISES, INC. ("**Image**"), FLEX TRIM HOLDING CO. ("**Flex**"), DP ALABAMA HOLDING CO., INC. ("**DP Alabama**") and TURNKEY MILLWORK, INC. ("**Turnkey**" and together with HB&G, Holdings, Crown, Image, Flex and DP Alabama, each individually, a "**Grantor**" and collectively, the "**Grantors**"), hereby appoints and constitutes ALLY BANK, in its capacity as administrative agent for the Lenders ("**Grantee**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is used in the Security Agreement, dated of even date herewith, among Grantors and Grantee (the "**Security Agreement**");

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Grantee, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of each Grantor in and to any IP Collateral (as defined in the IP Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Grantee, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Intellectual Property Security Agreement, dated of even date herewith, among Grantors and Grantee (the "**IP Security Agreement**"), and may not be revoked until full payment and satisfaction of the Secured Obligations, as such term is defined in the Security Agreement.

Dated as of June 24, 2015.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Special Power of Attorney to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

HB&G HOLDINGS, INC.

By: _____
Name: _____
Title: _____

HB&G BUILDING PRODUCTS, INC.

By: _____
Name: _____
Title: _____

IMAGE ROTOMOLDING ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

TURNKEY MILLWORK, INC.

By: _____
Name: _____
Title: _____

**CROWN COLUMN & MILLWORK COMPANY,
LLC**

By: _____
Name: _____
Title: _____

[IP Security Agreement – Special Power of Attorney]

FLEX TRIM HOLDING CO.

By: _____
Name: _____
Title: _____

DP ALABAMA HOLDING CO., INC.

By: _____
Name: _____
Title: _____

{IP Security Agreement - Special Power of Attorney}