

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350317

<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>
Leonard Aluminum Utility Buildings, Inc.		08/04/2015	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3641651	LEONARD BUILDINGS & TRUCK ACCESSORIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>	(312) 499-6700		
<b>Email:</b>	tapatterson@duanemorris.com		
<b>Correspondent Name:</b>	Brian P. Kerwin		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	D6410-00071		
<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin		
<b>SIGNATURE:</b>	/Brian P. Kerwin/		
<b>DATE SIGNED:</b>	08/04/2015		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified, this “**Agreement**”) dated as of August 4, 2015, is made by **LAUB HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), **LEONARD ALUMINUM UTILITY BUILDINGS, INC.**, a North Carolina corporation and to be re-organized as Leonard Aluminum Utility Buildings, LLC, a North Carolina limited liability company (“**Opco**”), **LEONARD RETAIL PROPERTIES, LLC**, a North Carolina limited liability company (“**LRP I**”), **LEONARD RETAIL PROPERTIES II, LLC**, a North Carolina limited liability company (“**LRP II**”), and **LEONARD MANUFACTURING PROPERTIES, LLC**, a North Carolina limited liability company (“**LMP**”; and together with Parent, Opco, LRP I and LRP II, sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation (together with its successors and assigns, the “**Lender**”).

### RECITALS

**WHEREAS**, Borrowers and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrowers, and (ii) for the grant by each Borrower to Lender of a security interest in such Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

**WHEREAS**, this Agreement is being entered into in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as ascribed thereto in the Loan Agreement.

2. Security Interest in Intellectual Property. Whereas, pursuant to the Loan Agreement, to secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined

in the Loan Agreement (collectively, the “**Obligations**”), each Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of such Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) All of such Borrower’s Patents, including, without limitation, those Patents listed on Exhibit A attached hereto and hereby made a part hereof; and

(ii) All of such Borrower’s Trademarks, including, without limitation, those Trademarks listed on Exhibit B attached hereto and hereby made a part hereof; and

(iii) All of such Borrower’s Copyrights, including, without limitation, those Copyrights listed on Exhibit C attached hereto and hereby made a part hereof.

3. Effect on Loan Agreement. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender’s security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrowers, at Borrowers’ sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrowers to Lender hereunder.

5. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part by an applicable court with competent jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by each Borrower and Lender.

7. Binding Effect; Benefits. This Agreement shall be binding upon Borrowers and their successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrowers shall not assign this Agreement or any of Borrowers’ obligations hereunder without the prior written consent of Lender.

8. Headings; Counterpart; Fax Signatures. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

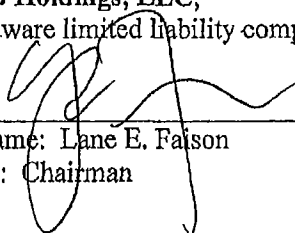
9. Further Assurances. Each Borrower acknowledges that a copy of this Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrowers.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.

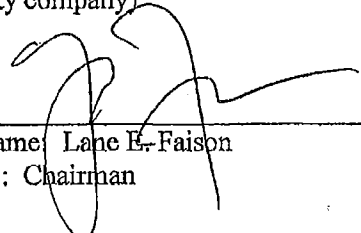
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrowers have duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

**LAUB Holdings, LLC,**  
a Delaware limited liability company

By:   
Name: Lane E. Faison  
Its: Chairman

**Leonard Aluminum Utility Buildings, Inc.,**  
a North Carolina corporation (to be reorganized after the Closing Date as Leonard Aluminum Utility Buildings, LLC, a North Carolina limited liability company)

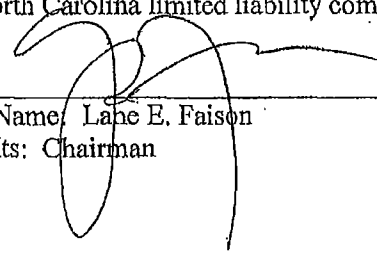
By:   
Name: Lane E. Faison  
Its: Chairman

By: \_\_\_\_\_  
Name: Lindsay Lewellen  
Its: Secretary

**Leonard Retail Properties, LLC,**  
a North Carolina limited liability company

By:   
Name: Lane E. Faison  
Its: Chairman

**Leonard Retail Properties II, LLC,**  
a North Carolina limited liability company

By:   
Name: Lane E. Faison  
Its: Chairman

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005591 FRAME: 0600**

**IN WITNESS WHEREOF**, the undersigned Borrowers have duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

**LAUB Holdings, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Lane E. Faison  
Its: Chairman

**Leonard Aluminum Utility Buildings, Inc.,**  
a North Carolina corporation (to be reorganized  
after the Closing Date as Leonard Aluminum  
Utility Buildings, LLC, a North Carolina limited  
liability company)

By: \_\_\_\_\_  
Name: Lane E. Faison  
Its: Chairman

By:  \_\_\_\_\_  
Name: Lindsay Lewellen  
Its: Secretary

**Leonard Retail Properties, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Lane E. Faison  
Its: Chairman

**Leonard Retail Properties II, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Lane E. Faison  
Its: Chairman

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005591 FRAME: 0601**

**Leonard Manufacturing Properties, LLC,**  
a North Carolina limited liability company

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

Name: Lane E. Paison

Its: Chairman

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005591 FRAME: 0602**



Agreed and Accepted:

**FIFTH THIRD BANK**

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

Name: Ross Morin

Its: Bank Officer

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005591 FRAME: 0603**

EXHIBIT A

PATENTS

None.

EXHIBIT B  
TRADEMARKS

<b>Owner</b>	<b>Country</b>	<b>Status</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Next Renewal Due</b>
Leonard Aluminum Utility Buildings, Inc.	USA	Registered	Leonard Buildings and Truck Accessories	App 76694547	App 28 NOV 2008	3,641,651	Reg 23 JUN 2009	December 23, 2015

EXHIBIT C  
COPYRIGHTS

None.