Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Arrow Shed, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other: limited liability company
Citizenship (see guidelines) Delaware
Execution Date(s) November 13, 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: Bank of America, N.A.

Internal Address: ____

Street Address: City Place 1, 185 Asylum Street, 35th Floor

City: Hartford

State: Connecticut

Country: USA Zip: 06103

☒ Association Citizenship USA
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☐ Other ☐ Citizenship

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 ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other ____

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 A 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: NY 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: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $390.00

☒ 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: _____ 11/13/15
Signature Date

Ikhwan A. Rafeek
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $390.00 1047993

SCHEDULE A

TO

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
STORETTE	73/077,993	1047993	02/23/76	09/14/76
EZEE SHED	75/259,142	2216709	03/18/97	01/05/99
ARROW	73/311435	1206945	05/21/81	09/07/82
ARROW (with logo)	73/311434	1206944	05/21/81	09/07/82
ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS	73/311433	1206943	05/21/81	09/07/82
YARDSAVER	74/430935	1291825	06/20/83	08/28/84
ARROW STORAGE PRODUCTS (with logo)	85/358717	4289719	06/28/11	02/12/13
EXPLORE YOUR OUTER SPACE	85/374843	4211331	07/19/11	09/18/12
SPACEMAKER	73222120	1209723	07/03/79	09/21/82
BULL DOG	85/982,091	4,585,790	12/11/12	08/12/14
STORBOSS	85/982,092	4,585,791	12/11/12	08/12/14

3850152.1

INNOVATION UNDER COVER	85/799,270	4,410,129	12/10/12	10/01/13
STEEL IS IDEAL	85/888,125	4,664,343	03/27/13	12/30/14
HDG STEEL	85/899,295	4,622,662	04/09/13	10/14/14
VIKING	85/844,413	4,492,399	02/08/13, amended 04/03/13	03/04/14

TRADEMARK
REEL: 005671 FRAME: 0301

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2015 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "**Trademark Security Agreement**"), between **ARROW SHED, LLC**, a Delaware limited liability company ("**Grantor**"), and **BANK OF AMERICA, N.A.** ("**Lender**").

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof;

WHEREAS, Grantor, Shelterlogic Corp., a Delaware corporation, ShelterLogic Operations Canada, Ltd., a British Columbia corporation, Arrow Sheds Holdings, LLC, a Delaware limited liability company, AS Canada Holding, Inc., a Delaware corporation, and SL Arrow Acquisition, LLC, a Delaware limited liability company (together with Grantor, collectively, the "**Borrowers**"), certain affiliates and/or subsidiaries of Borrowers (as Guarantors) and Lender are parties to that certain Loan and Security Agreement, dated as of July 30, 2014 (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 "**Loan Agreement**"), and various documents, instruments, guarantees and agreements delivered in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan 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**"), pursuant to which, among other things, Lender may make loans and certain other financial accommodations to or for the benefit of Borrowers; and

WHEREAS, it is a requirement of the Loan Agreement and the other Loan Documents that, among other things, Grantor enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of Lender, to secure the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

A. DEFINITIONS.

Except as specifically defined in this Trademark Security Agreement, capitalized terms used herein shall have the respective meanings given thereto in the Loan Agreement.

B. SECURITY INTEREST.

To secure the prompt payment and performance of all Obligations, Grantor hereby grants to Lender a continuing security interest in: (i) any and all trademarks (whether registered or unregistered), trade names, trademark applications, service marks, service marks (whether registered or unregistered) and service mark applications, including (a) the trademarks (whether registered or unregistered), trade names, trademark applications, service marks, service marks (whether registered or unregistered) and service mark applications, without limitation, those listed on Schedule A hereof as owned by Grantor (collectively, the "**Trademarks**"); (b) all income, royalties, damages and payments now and hereafter due or payable under and with

respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements, dilution, misappropriation, violation, misuse, breach, or injury thereto; (d) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (e) all of Grantor's rights corresponding thereto throughout the world; (ii) all continuations, divisionals, continuations-in-part, extensions, re-examinations, reissues, and renewals thereof and improvements thereon of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (a) infringement, dilution, misappropriation, violation, misuse, breach, or injury to any Trademark or any Trademarks exclusively licensed under any license with respect thereto, including right to receive any damages, (b) injury to the goodwill associated with any Trademark, or (c) right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

C. OBLIGATIONS SECURED.

The security interests granted to Lender by Grantor in this Trademark Security Agreement shall secure the prompt payment and performance of each Borrower's Obligations under the Loan Agreement and each of the other Loan Documents.

D. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations (other than contingent Obligations for which no claim has been asserted) are outstanding, that:

1. Grantor will pay and perform all of its Obligations and all other obligations to Lender arising under this Trademark Security Agreement, the Loan Agreement and the other Loan Documents according to their terms.

2. All of the existing Trademarks are valid and subsisting in full force and effect, and Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.

3. Except as otherwise permitted under the Loan Documents, (x) Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant an exclusive license relating thereto, except for Permitted Liens, or (y) except in the Ordinary Course of Business, otherwise dispose of any of the Collateral without the prior written consent of Lender.

4. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record, or enforce the

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REEL: 005671 FRAME: 0303

security interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Grantor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Lender to evidence the security interest granted hereby. Grantor further authorizes Lender to have this and any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office.

5. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender a Power of Attorney in the form of Exhibit J annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder and under the other Loan Documents and Lender shall only use such Power of Attorney in connection with such exercise of rights and remedies.

6. Subject to the provisions herein, Lender may, in its discretion at any time and from time to time, at Obligors' expense, pay any amount or do any act required of an Obligor under this Trademark Security Agreement which Grantor has failed to pay or perform, to (a) enforce this Trademark Security Agreement or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of Lender's Liens in any Collateral, including, without limitation, any payment of all filing or recording fees, court costs, collection charges and reasonable attorney's fees. All payments, costs and expenses (including Extraordinary Expenses) of Lender under this Section shall be reimbursed by Grantor, on demand, with interest from the date incurred until paid in full, at the Default Rate applicable to Base Rate Revolver Loans. Any payment made or action taken by Lender under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

7. As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Grantor shall notify Lender in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within 30 days after such filing. Upon request of Lender, Grantor shall execute and deliver to Lender any and all assignments, agreements, instruments, documents, and such other papers as may be reasonably requested by Lender to evidence the security interest of Lender in such Trademark.

9. Grantor has not abandoned any of the Trademarks and Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Grantor shall notify Lender immediately if it knows or has reason to know of any reason why any application or registration relating to any of the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Notwithstanding the foregoing, Grantor shall be permitted to abandon or otherwise dispose of Trademarks to the extent permitted under the Loan Agreement .

10. Grantor will render any assistance, as Lender may determine in its Permitted Discretion is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United

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States or any state therein or any other country to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings. Notwithstanding the foregoing, Grantor shall be permitted to dispose of Trademarks to the extent permitted under the Loan Agreement.

11. Grantor will promptly notify Lender of Grantor's filing a Trademark infringement suit based upon any Trademark. Grantor, at its expense, shall take such actions as reasonably requested by Lender to protect Lender's security interest in and to the Trademarks.

12. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Lender and its Affiliates harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Lender in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, Grantor will not interpose any counterclaim of any nature, other than compulsory counterclaims.

E. EVENTS OF DEFAULT.

The breach by Grantor of any term, provision or condition hereunder or the occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

F. RIGHTS AND REMEDIES.

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under law, the Loan Documents or otherwise, and after expiration of any grace period, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder.

1. Lender may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Lender by Grantor or any Subsidiary or Affiliate of Grantor.

2. Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Lender may assign, sell, or otherwise dispose of the Collateral or any part thereof pursuant to the terms of the Loan Agreement.

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4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph F.3 hereof, Lender may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph D.5 hereof, one or more instruments of assignment of the Trademarks (or any application or registration relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Lender may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to the Obligations in such order and manner as Lender determines in its sole discretion. Grantor shall remain liable to Lender for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Lender on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made, Grantor shall supply to Lender or Lender's designee Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

7. Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under law, the Loan Documents, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

G. MISCELLANEOUS.

1. Any failure or delay by Lender to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Lender's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Lender and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be given in the manner and become effective as set forth in Section 11.4 of the Loan Agreement; provided, that, all communications and notices hereunder to Grantor shall be given to Grantor at the address set forth on the signature page hereof.

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

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4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Lender pursuant to this Trademark Security Agreement shall terminate and, at Grantor's sole expense, be released or assigned, as necessary or proper to re-vest in Grantor the full title to the Collateral, upon termination of the Loan Agreement and payment in full in cash to Lender and the other Secured Parties of all Obligations thereunder (other than contingent Obligations for which no claim has been asserted).

7. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken to together shall constitute a single contract, and shall become effective as to Grantor when a counterpart hereof executed on behalf of Grantor shall have been delivered to Lender, and a counterpart shall have been executed on behalf of Lender. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart to this Trademark Security Agreement.

8. **THIS TRADEMARK SECURITY AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.**

9. **GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN NEW YORK COUNTY, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.4.1 OF THE LOAN AGREEMENT.** Nothing herein shall limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Trademark Security Agreement shall be deemed to preclude enforcement by Lender of any judgment or order obtained in any forum or jurisdiction.

10. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR WAIVES (A) AND LENDER WAIVES THE RIGHT TO TRIAL BY JURY IN**

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ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENTS OR AGREEMENTS AT ANY TIME MADE IN CONNECTION THEREWITH OR TRANSACTIONS RELATING THERETO; (B) NOTICE PRIOR TO TAKING POSSESSION OR CONTROL OF ANY COLLATERAL; (C) ANY BOND OR SECURITY THAT MIGHT BE REQUIRED BY A COURT PRIOR TO ALLOWING SECURED PARTY TO EXERCISE ANY RIGHTS OR REMEDIES; (D) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS; (E) ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) IN ANY WAY RELATING TO ANY ENFORCEMENT ACTION, OBLIGATIONS, LOAN DOCUMENTS (INCLUDING THIS TRADEMARK SECURITY AGREEMENT) OR TRANSACTIONS RELATING THERETO; AND (G) NOTICE OF ACCEPTANCE HEREOF, IN EACH CASE, TO THE EXTENT RELATED HERETO.

11. Grantor acknowledges that the foregoing waivers are a material inducement to Lender entering into this Trademark Security Agreement and that Lender is relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Trademark Security Agreement may be filed as a written consent to a trial by the court.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, Grantor and Lender have executed this Trademark Security Agreement as of the day and year first above written.

ARROW SHED, LLC

By: _____

Name: James Raymond

Title: Chief Executive Officer

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

[illegible] Grantor and Lender have executed this [illegible] Security Agreement as of the day and year first above written.

ARROW [illegible], LLC

By: _____

Name: _____

Title: _____

[illegible]

By: [illegible]

Name: [illegible]

Title: [illegible]

EXHIBIT 1
SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **ARROW SHED, LLC** hereby appoints and constitutes **BANK OF AMERICA, N.A.** ("**Lender**"), 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:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of such undersigned party in and to any trademarks (whether registered or unregistered), trade names, trademark applications, service marks, service marks (whether registered or unregistered) and service mark applications, and all registrations and renewals thereof, 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 Lender, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Trademark Security Agreement between the undersigned Grantor and Lender, dated of even date herewith (the "**Security Agreement**") and may not be revoked until payment in full of all "Obligations", as such term is defined in the Security Agreement (other than contingent Obligations for which no claim has been asserted).

Dated as of _____, 2015.

ARROW SHED, LLC

By: _____

Name: _____

Title: _____

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 2015, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of ARROW SHED, LLC, the limited liability company described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said limited liability company.

_____
Notary Public

3836521.2

TRADEMARK
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SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

Trademarks, Service Marks and Applications

COUNTRY	TRADEMARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
US	STORETTE	ARROW SHED, LLC	73/077,993	1047993	02/23/76	09/14/76
US	EZEE SHED	ARROW SHED, LLC	75/259,142	2216709	03/18/97	01/05/99
CANADA	EZEE SHED	ARROW SHED, LLC	855073	533849	09/03/97	09/29/00
EUROPE	EZEE SHED	ARROW SHED, LLC	629279	629279	09/16/97	01/21/99
CANADA	PERMA PLATE	ARROW SHED, LLC	1117767	611462	10/05/01	05/28/04
US	ARROW	ARROW SHED, LLC	73/311435	1206945	05/21/81	09/07/82
UK	Arrow and design	ARROW SHED, LLC		UK00002012502	02/27/95	08/15/97
US	ARROW (with logo)	ARROW SHED, LLC	73/311434	1206944	05/21/81	09/07/82
FRANCE	ARROW (with logo)	ARROW SHED, LLC	1678307	1678307	06/13/91	
US	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS	ARROW SHED, LLC	73/311433	1206943	05/21/81	09/07/82
US	YARDSAVER	ARROW SHED, LLC	74/430935	1291825	06/20/83	08/28/84
US	ARROW STORAGE PRODUCTS (with	ARROW SHED, LLC	85/358717	4289719	06/28/11	02/12/13

{02144537; 2; 7568-3 }

COUNTRY	TRADEMARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
	logo)					
FRANCE	ARROW STORAGE PRODUCTS (with logo)	ARROW SHED, LLC	1119220	1119220	12/28/11	12/28/11
GERMANY	ARROW STORAGE PRODUCTS (with logo)	ARROW SHED, LLC	1119220	1119220	12/28/11	12/28/11
SPAIN	ARROW STORAGE PRODUCTS (with logo)	ARROW SHED, LLC	1119220	1119220	12/28/11	12/28/11
GREAT BRITAIN	ARROW STORAGE PRODUCTS (with logo)	ARROW SHED, LLC	1119220	1119220	12/28/11	12/28/11
US	EXPLORE YOUR OUTER SPACE	ARROW SHED, LLC	85/374843	4211331	07/19/11	09/18/12
US	SPACEMAKER	ARROW SHED, LLC	73222120	1209723	07/03/79	09/21/82
CANADA	SPACEMAKER	SPACEMAKER LTD.	0316678	TMA167690	10/04/68	01/30/70
CANADA	SPACEMAKER	SPACEMAKER LTD.	0774666	TMA455534	02/03/95	03/15/96
AUSTRALIA	SPACEMAKER	SPACEMAKER LTD.	A324720	B324720		12/5/78
AUSTRIA	SPACEMAKER	SPACEMAKER LTD.	AM 3137/76	86.056	11/19/76	7/25/77
BENELUX	SPACEMAKER	SPACEMAKER LTD.	616041	342.019	10/29/76	
DENMARK	SPACEMAKER	ARROW SHED, LLC	VR1976 04982	VR 1979 01199	11/18/76	5/4/79
FRANCE	SPACEMAKER	SPACEMAKER LTD.	227422	1,371,591	9/22/86	
GERMANY	SPACEMAKER	ARROW SHED, LLC	S 30 437/19WZ	961.149	11/17/76	

COUNTRY	TRADEMARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
ITALY	SPACEMAKER	SPACEMAKER LTD.	RM/2006/004828	1219979	9/15/96	
SPAIN	SPACEMAKER	SPACEMAKER LTD.	841.721	841.721	3/5/77	
SWITZERLAND	SPACEMAKER	SPACEMAKER LTD.	4535 1976	2P 285715	9/17/76	
CANADA	ARROW STORAGE PRODUCTS (with logo)	ARROW SHED, LLC	1558015	874722	12/28/11	04/02/14
US	BULL DOG	ARROW SHED, LLC	85/982,091	4,585,790	12/11/12	08/12/14
US	STORBOSS	ARROW SHED, LLC	85/982,092	4,585,791	12/11/12	08/12/14
US	INNOVATION UNDER COVER	ARROW SHED, LLC	85/799,270	4,410,129	12/10/12	10/01/13
US	STEEL IS IDEAL	ARROW SHED, LLC	85/888,125	4,664,343	03/27/13	12/30/14
US	HDG STEEL	ARROW SHED, LLC	85/899,295	4,622,662	04/09/13	10/14/14
CANADA	INNOVATION UNDER COVER	ARROW SHED, LLC	1,629,865		06/06/13	
US	VIKING	ARROW SHED, LLC	85/844,413	4,492,399	02/08/13, amended 04/03/13	03/04/14
CANADA	STEEL IS IDEAL	ARROW SHED, LLC	1,637,156		07/29/13	
CANADA	VIKING	ARROW SHED, LLC	1,637,606		07/31/13	
MEXICO	ARROW	ARROW SHED, LLC	1544300		10/31/14	
MEXICO	ARROW	ARROW SHED, LLC	1544301	1520843	10/31/14	3/10/15
GERMANY	ARROW (with logo)	ARROW SHED, LLC	39534808	39534808	8/25/95	4/15/97
FRANCE	ARROW (with	ARROW	95 585629	95 585629	8/24/95	8/24/95

COUNTRY	TRADEMARK	OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE
	logo)	GROUP INDUSTRIES, INC.				
ITALY	ARROW (with logo)	ARROW SHED, LLC	1145551	1145551	8/25/05	10/16/08
CANADA	FORTRESS	SPACEMAKER LTD.	0650487	379,006	2/7/90	1/25/91
CANADA	HOBBIMATE	SPACEMAKER LTD.	0416176	240,090	10/4/77	2/22/80
CANADA	PRO RACK	SPACEMAKER LTD.	0713300	439,015	9/21/92	2/10/95
CANADA	PRO RACK DECOR	SPACEMAKER LTD.	0775254	455,093	2/10/95	3/8/96
CANADA	SNO-CAT	SPACEMAKER LTD.	0362154	199,472	3/7/73	5/31/74
SOUTH AFRICA	SPACEMAKER	SPACEMAKER LTD.	1994/04752	B94/4752	5/13/94	6/12/97
CANADA	SPACEMAKER DESIGN	SPACEMAKER LTD.	0435231	246,440	1/31/79	6/13/80
CANADA	SPACEMAKER STORETTE	SPACEMAKER LTD.	0448674	316,968	1/10/80	8/1/86
UNITED KINGDOM	STORALL (Class 19)	SPACEMAKER LTD.	UK00001509095	1,509,095	8/8/92	10/15/93
UNITED KINGDOM	STORALL (Class 6)	SPACEMAKER LTD.	UK00001508914	1,508,914	8/7/92	10/8/93
UNITED KINGDOM	STORETTE	SPACEMAKER LTD.	UK00001524059	UK00001524059	1/15/93	3/10/95
UNITED KINGDOM	STORETTE	SPACEMAKER LTD.	UK00001524057	UK00001524057	1/15/93	12/16/94
CANADA	STOW-AWAY	SPACEMAKER LTD.	0432935	268,393	11/27/78	4/23/82
CANADA	SUNSHED	SPACEMAKER LTD.	0643097	380,094	10/20/89	2/15/91

SCHEDULE B

to

TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.