

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM399240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Busy Beaver Building Centers, Inc.		09/15/2016	Corporation: PENNSYLVANIA
Busy Beaver Holding Company		09/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	12 Federal Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3322105	BUSY BEAVER	
Registration Number:	3322104		
CORRESPONDENCE DATA			
Fax Number:	4125943916		
<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>			
Phone:	4125943916		
Email:	kbiedinger@tuckerlaw.com		
Correspondent Name:	Kristin Biedinger		
Address Line 1:	1500 One PPG Place		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Kristin Biedinger		
SIGNATURE:	/Kristin Biedinger/		
DATE SIGNED:	09/21/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of the 15th day of September 2016, is made by and among Busy Beaver Building Centers, Inc., a Pennsylvania corporation (the "**Borrower**"), and Busy Beaver Holding Company, a Delaware corporation (the "**Guarantor**"), and together with the Borrower, the "**Grantors**", and each, a "**Grantor**") in favor of First National Bank of Pennsylvania (the "**Secured Party**").

WHEREAS, the Borrower has entered into a Credit Agreement dated as of September 15, 2016 (the "**Credit Agreement**"), with the Secured Party as the "Lender" thereunder.

WHEREAS, the Guarantor has entered into a Guaranty and Suretyship Agreement dated as of September 15, 2016 (the "**Guaranty**") in favor of the Secured Party, and pursuant to which the Guarantor guaranteed, and became surety for, the "Obligations" of the Borrower to the Secured Party thereunder (other than the "Excluded Swap Obligations", as such term is defined in the Guaranty).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, each Grantor has executed and delivered to the Secured Party a Security Agreement or Guarantor Security Agreement, as applicable, each dated as of September 15, 2016, and made by each respective Grantor and the Secured Party (the "**Security Agreements**").

WHEREAS, under the terms of the Security Agreements, the Grantors each have granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) each Trademark license to which a Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

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

(d) 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

(e) 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, dilution, misappropriation, violation, 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.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with each Security Agreement, which are hereby incorporated by reference. The provisions of each Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreements and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


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

6. Governing Law. This Trademark 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 Trademark 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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).


SIGNATURE PAGE FOLLOWS

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

BUSY BEAVER BUILDING CENTERS,
INC., a Pennsylvania corporation

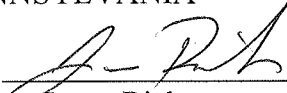
By: 
Name: Nicholas DeMao
Title: V.P. Administration/C.F.
Address for Notices:
3130 William Pitt Way
Pittsburgh, PA 15238

BUSY BEAVER HOLDING COMPANY, a
Delaware corporation

By: 
Name: Nicholas DeMao
Title: President
Address for Notices:
3130 William Pitt Way
Pittsburgh, PA 15238

AGREED TO AND ACCEPTED:

FIRST NATIONAL BANK OF
PENNSYLVANIA

By: 
Name: Jason Rich
Title: Vice President
Address for Notices:
12 Federal Street
Pittsburgh, PA 15212

ACKNOWLEDGEMENTS

Commonwealth of Pennsylvania)
)
COUNTY OF Allegheny)

SS:

On this 15th day of September, 2016, before me, a Notary Public, the undersigned officer personally appeared Nicholas DeMaio, known to me (or satisfactorily proven) to be the President of Busy Beaver Holding Company, a Delaware corporation ("Company"), and that as such officer, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such officer.

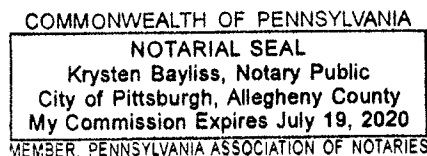
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Krysten Bayliss
Notary Public

MY COMMISSION EXPIRES:

Commonwealth of Pennsylvania)
)
COUNTY OF Allegheny)

SS:

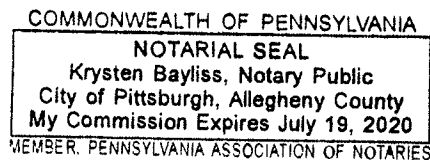


On this 15th day of September, 2016, before me, a Notary Public, the undersigned officer personally appeared Nicholas DeMaio, known to me (or satisfactorily proven) to be the V.P. Administration/C.F.O of Busy Beaver Building Centers, Inc., a Pennsylvania corporation ("Company"), and that as such officer, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Krysten Bayliss
Notary Public


MY COMMISSION EXPIRES:



SCHEDULE 1

TRADEMARK REGISTRATIONS AND LICENSE AGREEMENTS

Trademark Registrations:

	Serial Number	Reg. Number	Word Mark	Check Status	Owner
1	76652295	3322105	BUSY BEAVER	LIVE	Busy Beaver Holding Company
2	76652294	3322104		LIVE	Busy Beaver Holding Company

License Agreements:

1. Master License Agreement between Busy Beaver Holding Company and Busy Beaver Building Centers, Inc. dated as of July 3, 1995, as amended, extended, renewed or replaced from time to time.