

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM407917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosboro Company, LLC		12/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76060076	GROWING TODAY. BUILDING TOMORROW.	
Serial Number:	76060740	GROWING TODAY. BUILDING TOMORROW.	
Serial Number:	77464157	ROSBORO	
Serial Number:	76060739	ROSBORO BIG BEAM	
Serial Number:	76357006	ROSBORO PLUS	
Serial Number:	85228563	X BEAM	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1679		
NAME OF SUBMITTER:	Scott Kareff (014951-1679)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	12/06/2016		

CH \$165.00 76060076

Total Attachments: 3

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GRANT OF SECURITY INTEREST- - TRADEMARKS

December 6, 2016

WHEREAS, Rosboro Company, LLC, a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 6, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this grant to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

ROSBORO COMPANY, LLC

By: 

Name: Brian Crumbaugh

Title: President

[Signature Page to Grant of Security Interest -
Trademarks]

TRADEMARK
REEL: 005935 FRAME: 0973

SCHEDULE A TO GRANT OF SECURITY INTEREST
Trademarks and Trademark Applications

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Status	Owner Name ¹
GROWING TODAY. BUILDING TOMORROW.	U.S.	76060076 5/30/2000	2737408 7/15/2003	Registered	Rosboro, LLC
GROWING TODAY. BUILDING TOMORROW.	U.S.	76060740 5/30/2000	2821469 3/9/2004	Registered	Rosboro, LLC
ROSBORO	U.S.	77464157 5/2/2008	3614937 5/5/2009	Registered	Rosboro, LLC
ROSBORO BIG BEAM	U.S.	76060739 5/30/2000	2711752 4/29/2003	Registered	Rosboro, LLC
ROSBORO PLUS	U.S.	76357006 1/8/2002	2624888 9/24/2002	Registered	Rosboro, LLC
X BEAM	U.S.	85228563 1/28/2011	4076288 12/27/2011	Registered	Rosboro, LLC

¹ Owners of record to be changed at the USPTO to Rosboro Company, LLC after closing.