OP \$465.00 4122551

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM422111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Eastern Wholesale Fence LLC		03/31/2017	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4122551	GRAND ILLUSIONS COLOR SPECTRUM
Registration Number:	4126287	GRAND ILLUSIONS VINYL WOODBOND
Registration Number:	4075024	SKY2BLUE SHIELD
Registration Number:	4129359	SKY2BLUE SHIELD
Registration Number:	3610668	QUICKSHIP
Registration Number:	3645462	INVESTMENT GRADE
Registration Number:	3519124	JUST BUILT BETTER
Registration Number:	3483669	EASTERN FENCE
Registration Number:	3483661	EASTERN FENCE
Registration Number:	3483659	EASTERN WHITE CEDAR STOCKADE · CUSTOM WO
Registration Number:	3483652	EASTERN ILLUSIONS VINYL FENCE
Registration Number:	3479399	EVERSTRONG PROFILES
Registration Number:	3475189	EVERSTRONG
Registration Number:	3426417	EASTERN
Registration Number:	3426413	EASTERN
Registration Number:	3426307	ILLUSIONS
Registration Number:	3426306	ILLUSIONS
Registration Number:	1587437	EASTERN

TRADEMARK REEL: 006024 FRAME: 0854

900400814

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3128637141

Email: kristen.lange@goldbergkohn.com

Correspondent Name: Kristen N. Lange, Paralegal

Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.217
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	04/03/2017

Total Attachments: 4

source=013 Trademark_Security_Agreement (executed) #page1.tif source=013 Trademark_Security_Agreement (executed) #page2.tif source=013 Trademark_Security_Agreement (executed) #page3.tif source=013 Trademark_Security_Agreement (executed) #page4.tif

> TRADEMARK REEL: 006024 FRAME: 0855

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 31, 2017, by EASTERN WHOLESALE FENCE LLC ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (defined below).

WHEREAS, 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 <u>Schedule A</u>, 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 March 31, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender 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 goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender 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 Grantee 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.

The Grantor hereby authorizes Grantee unilaterally to modify this Trademark Agreement by amending <u>Schedule A</u> to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Agreement or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on <u>Schedule A</u>.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8607258v1 3/30/2017 8:58 PM 3/27/2017 3:17 pm

Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 006024 FRAME: 0857 IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

EASTERN WHOLESALE FENCE LLC, a Delaware limited liability company

By: Eastern Acquisition Company, Inc.,

its sole member

By: ______ C. Kenneth Clay

Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
GRAND ILLUSIONS COLOR SPECTRUM	85138707	4122551	4/3/12
GRAND ILLUSIONS VINYL WOODBOND	85134768	4126287	4/10/12
SKY2BLUE SHIELD	85134762	4075024	12/20/11
SKY2BLUE SHIELD	85134745	4129359	4/17/12
QUICKSHIP	77578583	3610668	4/21/09
INVESTMENT GRADE	77267508	3645462	6/30/09
JUST BUILT BETTER	77267459	3519124	10/21/08
EASTERN FENCE	77269473	3483669	8/12/08
EASTERN FENCE	77267516	3483661	8/12/08
EASTERN WHITE CEDAR STOCKADE ·	77267467	3483659	8/12/08
CUSTOM WOOD · TONGUE & GROOVE ·			
EASTERN FENCE			
EASTERN ILLUSIONS VINYL FENCE	77266414	3483652	8/12/08
EVERSTRONG PROFILES	77266475	3479399	8/5/08
EVERSTRONG	77266408	3475189	7/29/08
EASTERN	77269527	3426417	5/13/08
EASTERN	77269500	3426413	5/13/08
ILLUSIONS	77267497	3426307	5/13/08
ILLUSIONS	77267491	3426306	5/13/08
EASTERN	73812226	1587437	3/20/90

RECORDED: 04/03/2017

TRADEMARK REEL: 006024 FRAME: 0859