

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423894

<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>
EASTERN WHOLESALE FENCE LLC		03/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSPRING MEZZANINE CAPITAL III, L.P.		
<b>Street Address:</b>	555 E. Lancaster Ave		
<b>Internal Address:</b>	Suite 444		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85138707	GRAND ILLUSIONS COLOR SPECTRUM	
<b>Serial Number:</b>	85134768	GRAND ILLUSIONS VINYL WOODBOND	
<b>Serial Number:</b>	85134762	SKY2BLUE SHIELD	
<b>Serial Number:</b>	85134745	SKY2BLUE SHIELD	
<b>Serial Number:</b>	77578583	QUICKSHIP	
<b>Serial Number:</b>	77267508	INVESTMENT GRADE	
<b>Serial Number:</b>	77267459	JUST BUILT BETTER	
<b>Serial Number:</b>	77269473	EASTERN FENCE	
<b>Serial Number:</b>	77267516	EASTERN FENCE	
<b>Serial Number:</b>	77267467	EASTERN WHITE CEDAR STOCKADE · CUSTOM WO	
<b>Serial Number:</b>	77266414	EASTERN ILLUSIONS VINYL FENCE	
<b>Serial Number:</b>	77266475	EVERSTRONG PROFILES	
<b>Serial Number:</b>	77266408	EVERSTRONG	
<b>Serial Number:</b>	77269527	EASTERN	
<b>Serial Number:</b>	77269500	EASTERN	
<b>Serial Number:</b>	77267497	ILLUSIONS	
<b>Serial Number:</b>	77267491	ILLUSIONS	
<b>Serial Number:</b>	73812226	EASTERN	
<b>TRADEMARK</b>			

CH \$465.00 85138707

**CORRESPONDENCE DATA****Fax Number:** 6103718506

*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.*

**Email:** ejs@stevenslee.com**Correspondent Name:** Elliott J. Stein**Address Line 1:** 100 Lenox Drive**Address Line 2:** Suite 200**Address Line 4:** Lawrenceville, NEW JERSEY 08648

<b>NAME OF SUBMITTER:</b>	Elliott J. Stein
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<b>SIGNATURE:</b>	/varlawyer/
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<b>DATE SIGNED:</b>	04/17/2017
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**Total Attachments: 4**

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**THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS EVIDENCED HEREBY, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY GRANTEE (AS DEFINED BELOW) HEREUNDER, ARE, IN EACH CASE, SUBORDINATED IN THE MANNER SET FORTH IN AND SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF MARCH 31, 2017 (THE "SUBORDINATION AGREEMENT"), BY AND AMONG ADMINISTRATIVE AGENT (IN ITS CAPACITY AS SUBORDINATED CREDITOR AND IN ITS CAPACITY AS SUBORDINATED AGENT, EACH AS DEFINED THEREIN), BMO HARRIS BANK N.A. ("SENIOR AGENT") IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR THE SENIOR LENDERS DESCRIBED THEREIN, GRANTOR (AS DEFINED BELOW), EASTERN ACQUISITION COMPANY, INC. ("HOLDINGS") AND ANY SUBSIDIARY OF GRANTOR OR HOLDINGS THAT AFTER THE DATE THEREOF JOINS THEREIN AS A "GUARANTOR".**

### **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, a Delaware limited liability company ("Grantor"), in favor of NEWSPRING MEZZANINE CAPITAL III, L.P., 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 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 as of 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 Security Agreement by amending Schedule A to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Trademark Security 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. 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]**

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

By: Eastern Acquisition Company, Inc.,  
its sole member

By: 

Name: C. Kenneth Clay

Title: President

*Signature Page to Trademark Security Agreement*

TRADEMARK  
REEL: 006035 FRAME: 0365

**SCHEDULE A TO GRANT OF A SECURITY INTEREST – TRADEMARKS**

**Trademark Registrations and Applications**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
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 · CUSTOM WOOD · TONGUE & GROOVE · EASTERN FENCE	77267467	3483659	8/12/08
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