

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeffrey R King		05/03/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Holliston Holdings, LLC		
Street Address:	312 S. Gay Street, Ste. 200		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	72452913	ROXITE	
Serial Number:	73680920	ARRESTOX	
Serial Number:	73680929	KENNETT	
Serial Number:	74021126	LINEN-SET	
Serial Number:	74082974	ENVIRO-MATE	
Serial Number:	74376265	OPTIMA	
Serial Number:	75121587	PEARL LINEN	
Serial Number:	77086654	IMPRESSIONS	
Serial Number:	77116318	SECURE-MATE	
Serial Number:	78355312	LUMINAIRE	
Serial Number:	78364136	NOUVELLE	
Serial Number:	78409505	STURDITE	
Serial Number:	78429678	DATA-MATE	
Registration Number:	4637955	GARDA-MATE	
Registration Number:	4704149	HOLLISTON	
CORRESPONDENCE DATA			
Fax Number:	8656374489		
<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>			

OP \$390.00 72452913

TRADEMARK

Phone: 865-637-1980
Email: jholden@wsfs-law.com
Correspondent Name: Winchester, Sellers, Foster & Steele, PC
Address Line 1: 800 S. Gay Street, Ste. 1000
Address Line 4: Knoxville, TENNESSEE 37929

NAME OF SUBMITTER: Joshua R. Holden

SIGNATURE: /Joshua Holden/

DATE SIGNED: 05/17/2017

Total Attachments: 51

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QUITCLAIM BILL OF SALE

WHEREAS, by *Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing* dated April 24, 2013, recorded in Book 1090, Page 84, (the "Deed of Trust"), in the Register's Office of Hawkins County, Tennessee (the "Register's Office"), HOLLISTON, LLC (the "Grantor") conveyed to Jeffrey R. King, Trustee (the "Trustee"), the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), said Deed of Trust was assigned to Holliston Holdings, LLC by *Notice of Assignment of Deed of Trust and Financing Statement* of record in Book 1232, Page 173, Register's Office, and said Indebtedness is presently held and owned by HOLLISTON HOLDINGS, LLC (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default; and

WHEREAS, Lender directed the Trustee to sell the Property as defined in the Deed of Trust, and directed the Trustee to combine the sale of the real property with a sale of any and all personal property covered by or described in the Deed of Trust pursuant to Tennessee Code Annotated Section 47-9-604, and the Trustee caused notice to be published in *The Rogersville Review* that the real property and the personal property would be sold on Thursday, December 1, 2016, at 12:00 Noon prevailing Eastern time (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on November 9, 2016, November 16, 2016, and November 23, 2016; and

WHEREAS, the foreclosure sale was originally set for Thursday, December 1, 2016 at 12:00 Noon Eastern time and was postponed until Tuesday, December 27, 2016 at 12:00 Noon Eastern time and was further postponed until Wednesday, March 29, 2017 at 12:00 Noon Eastern time and was further postponed until Wednesday, May 3, 2017 at 11:00 a.m. Eastern time; and

WHEREAS, the Trustee further sent a copy of the Foreclosure Notice to such interested persons as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, an agent for the Trustee appeared at the postponed date and time at the place specified in the Foreclosure Notice, and offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to HOLLISTON HOLDINGS, LLC in response to its bid at the price of Five Million Two Hundred Thousand and 00/00 Dollars (\$5,200,000.00), this being the highest, last and best bid, which was a credit bid (the "Credit Bid"). The Real Property is being transferred by separate Trustee's Deed simultaneously herewith.

NOW, THEREFORE, in exchange for the Credit Bid, HOLLISTON HOLDINGS, LLC ("Seller"), does hereby sell, transfer, and deliver to HOLLISTON HOLDINGS, LLC ("Buyer"), all of the right, title and interest of Grantor in and to any and all any and all personal property covered by or described in the Deed of Trust referenced above (collectively, the "Personal Property").

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE PERSONAL PROPERTY; THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PERSONAL PROPERTY. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTLY BY THE PERSONAL PROPERTY OR ANY PART THEREOF OR DEFECT OR DEFICIENCY THEREIN BY ANY INCIDENT WHATSOEVER WHETHER ARISING IN STRICT LIABILITY OR OTHERWISE. BUYER TAKES THE PERSONAL PROPERTY "AS IS, WHERE IS." BUYER HAS DONE ITS OWN DUE DILIGENCE WITH RESPECT TO THE PERSONAL PROPERTY AND IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM SELLER WITH RESPECT TO THE PERSONAL PROPERTY. THIS BILL OF SALE SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS OR DISCUSSIONS CONCERNING THE MATTERS SET FORTH HEREIN.

In witness whereof, the Seller has executed this Quitclaim Bill of Sale as of this 3 day of May, 2017.

HOLLISTON HOLDINGS, LLC

By: 

Print Name: Brant Endeck

Title: Chief Manager

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

Dina Conlin
Greenberg Traurig, LLP
One International Place
Boston, MA 02110

Maximum principal indebtedness for Tennessee recording tax purpose is \$13,135,593.22.

The instrument constituting the source of the Grantor's interest in the Land was a Deed recorded at Book 874, Page 60 in the Register's Office of Hawkins County, Tennessee.

HOLLISTON LLC, as grantor

to

JEFFREY R. KING, ESQ., as trustee, a resident of Williamson County, Tennessee

for the benefit of

**SALUS CAPITAL PARTNERS, LLC, as Administrative Agent and Collateral Agent,
as beneficiary**

**DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Dated: As of April 24, 2013

Location: 100 Holliston Mill Road, Church Hill, Tennessee

County: Hawkins

PURSUANT TO TENNESSEE CODE SECTION 47-28-104, NOTICE IS HEREBY GIVEN THAT THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES AND IS FOR COMMERCIAL PURPOSES. THIS DEED OF TRUST ALSO SECURES OPTIONAL ADVANCES WHICH ARE NOT OBLIGATORY.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Instrument") is made as of this ~~24~~ day of April, 2013, by **HOLLISTON LLC**, a Delaware limited liability company, having its principal place of business at 905 Holliston Mills Rd, Church Hill, TN 37642, as grantor (together with its permitted successors and assigns, "**Grantor**") to **JEFFREY R. KING, ESQ.**, a resident of Williamson County, Tennessee, having an address at c/o Stites & Harbison PLLC, 401 Commerce Street, Suite 800, Nashville, TN 37219, as trustee (together with its successors and assigns, "**Trustee**"), for the benefit of **SALUS CAPITAL PARTNERS, LLC**, a Delaware limited liability company, with a mailing address at 197 First Avenue, Suite 250, Needham, Massachusetts 02494, in its capacity as administrative agent and collateral agent for the Credit Parties (as defined in the Credit Agreement, as defined below) pursuant to the Credit Agreement, and, for itself and for the benefit of the other Credit Parties, as pledgee, assignee and secured party, as beneficiary (in such capacities and together with its successors and assigns, "**Agent**"). All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement.

RECITALS:

WHEREAS, this Security Instrument is given to Trustee for the benefit of Agent, for the benefit of itself and the other Lenders (as defined below), to secure a revolving credit facility (the "**Loan**") advanced pursuant to a certain credit agreement, dated as of the date hereof, by and among (i) Manus Holdings, LLC, as lead borrower, (ii) the other borrowers named therein, including Grantor (collectively, the "**Borrowers**"), (iii) the lenders named party thereto (collectively, the "**Lenders**"), (iv) the guarantors named therein, and (v) Agent (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which such Loan is evidenced by, among other things, a certain promissory note executed in connection with the Credit Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more, being hereinafter collectively referred to as the "**Note**");

WHEREAS, Grantor desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Credit Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lenders in respect of the Loan under the Note, the Credit Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "**Debt**") and the performance of all of the obligations due under the Note, the Credit Agreement, that certain Security Agreement by and among the Borrowers and Agent (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Agreement**"), along with and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"); and

WHEREAS, this Security Instrument is given pursuant to the Credit Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

Article 1 – GRANTS OF SECURITY

Section 1.1. PROPERTY MORTGAGED. Grantor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant to Trustee, its successors and assigns, in trust, for the benefit of Agent, for itself and for the benefit of the Lenders, along with their successors and assigns, all of its estate, right, title and interest in and to the following property, rights, interests and estates now owned, or hereafter acquired by Grantor (collectively, the "**Property**");

(a) **Land.** The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Grantor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Grantor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Grantor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Grantor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Grantor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Grantor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Grantor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Grantor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Agent in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Grantor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Grantor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Grantor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Grantor in and to the items set forth in subsections (a) through (n) above.

Section 1.2. ASSIGNMENT OF RENTS. Grantor hereby absolutely and unconditionally assigns to Agent and Trustee all of Grantor's right, title and interest in and to all current and future Leases and Rents; it being intended by Grantor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Credit Agreement and Section 8.1(h) of this Security Instrument, Agent grants to Grantor a revocable license to (i) collect, receive, use and enjoy the Rents and Grantor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.

Section 1.3. SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Grantor in the Property. By executing and delivering this Security Instrument, Grantor hereby grants to Agent, for the benefit of itself and the Lenders, as security for the Obligations (hereinafter defined), a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code.

Section 1.4. FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or

may become fixtures. Grantor is the owner of the real property upon which such fixtures are or may be located.

Section 1.5. CONDITIONS TO GRANT. TO HAVE AND TO HOLD the above granted and described Property unto Trustee, in trust, for and on behalf of Agent, for the benefit of itself and the other Lenders, and to the use and benefit of Agent and Trustee and their successors and assigns, forever; IN TRUST, WITH POWER OF SALE, to secure payment to Agent of the Debt at the time and in the manner provided for its payment in the Note and the Credit Agreement; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lenders shall be well and truly paid the Debt at the time and in the manner provided in the Note, the Credit Agreement and this Security Instrument, if Grantor shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Credit Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

Article 2 – DEBT AND OBLIGATIONS SECURED

Section 2.1. DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

Section 2.2. OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the “Other Obligations”): (a) all other obligations of Grantor contained herein; (b) each obligation of Grantor contained in the Credit Agreement and any other Loan Document; and (c) each obligation of Grantor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Credit Agreement or any other Loan Document.

Section 2.3. DEBT AND OTHER OBLIGATIONS. Grantor’s obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the “Obligations.”

Section 2.4. PAYMENT OF DEBT. Grantor will pay the Debt at the time and in the manner provided in the Credit Agreement, the Note and this Security Instrument.

Section 2.5. INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Credit Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 3 – PROPERTY COVENANTS

Grantor covenants and agrees that:

Section 3.1. INSURANCE. Grantor shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Grantor and the Property as required pursuant to the Credit Agreement.

Section 3.2. TAXES AND OTHER CHARGES. Grantor shall pay all real estate and personal property taxes, assessments, water rates or sewer rents (collectively "Taxes"), ground rents, maintenance charges, impositions (other than Taxes), and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property (collectively, "Other Charges"), now or hereafter levied or assessed or imposed against the Property or any part thereof in accordance with the Credit Agreement.

Section 3.3. LEASES. Grantor shall comply with the Credit Agreement with respect to any Leases for all or any portion of the Property.

Section 3.4. WARRANTY OF TITLE. Grantor has good, indefeasible, marketable and insurable title to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Grantor possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, as defined in the Credit Agreement, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a legal, valid, and perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) a legal, valid, and perfected first priority security interests in and to, and legal, valid, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Grantor shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Agent against the claims of all Persons whomsoever.

Section 3.5. PAYMENT FOR LABOR AND MATERIALS. Grantor will promptly pay (or cause to be paid) when due all bills and costs for labor, materials, and specifically fabricated materials incurred in connection with the Property (each, a "Work Charge") and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Encumbrances. Grantor represents there are no claims for payment for work, labor or materials affecting the Property which are or may become a lien prior to, or of equal priority with, the liens created by the Loan Documents.

Article 4 – FURTHER ASSURANCES

Section 4.1. COMPLIANCE WITH CREDIT AGREEMENT. Grantor shall comply with all covenants set forth in the Credit Agreement relating to acts or other further assurances to be made on the part of Grantor in order to protect and perfect the lien or security interest hereof upon, and in the interest of Agent in, the Property.

Section 4.2. AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY. Grantor hereby authorizes Agent at any time and from time to time to file any initial financing

statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith. For purposes of such filings, Grantor agrees to furnish any information requested by Agent promptly upon request by Agent. Grantor also ratifies its authorization for Agent to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Grantor or in Grantor's own name to execute in Grantor's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Grantor's authorization above is not sufficient and Grantor fails or refuses to promptly execute such documents. To the extent permitted by law, Grantor hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

Article 5 – DUE ON SALE/ENCUMBRANCE

Section 5.1. NO SALE/ENCUMBRANCE. Except in accordance with the express terms and conditions contained in the Credit Agreement, Grantor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, Grantor, any constituent owner or other holder of a direct or indirect equity interest in Grantor, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Grantor or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

Article 6 – PREPAYMENT; RELEASE OF PROPERTY

Section 6.1. PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Credit Agreement.

Section 6.2. RELEASE OF PROPERTY. Grantor shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Credit Agreement.

Article 7 – DEFAULT

Section 7.1. EVENT OF DEFAULT. The term "Event of Default" as used in this Security Instrument shall have the meaning assigned to such term in the Credit Agreement.

Article 8 – RIGHTS AND REMEDIES UPON DEFAULT

Section 8.1. REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Grantor agrees that Trustee or Agent may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Property,

including, but not limited to, the actions set forth in Article 17 hereof and/or the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Agent or Trustee may determine, in their sole discretion, without impairing or otherwise affecting the other rights and remedies of Agent or Trustee:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Grantor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Credit Agreement or in the other Loan Documents;
- (f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice to Grantor, which notice Grantor expressly waives, and without regard for the adequacy of the security for the Debt and without regard for the solvency of Grantor, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt and whose appointment Grantor expressly consents to take possession of and to operate the Property and to collect the Rents and to otherwise protect and preserve the Property;
- (h) the license granted to Grantor under Section 1.2 hereof shall automatically be revoked and Agent may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Grantor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Grantor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Grantor agrees to surrender possession of the Property and of such books, records and accounts to Agent upon demand, and thereupon Agent may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Agent deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Grantor with respect to

the Property, whether in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Grantor to pay monthly in advance to Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Grantor; (vi) require Grantor to vacate and surrender possession of the Property to Agent or to such receiver and, in default thereof, Grantor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Agent shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Agent, its counsel, agents and employees;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Agent in accordance with the terms of the Credit Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Note; (iv) amortization of the unpaid principal balance of the Note; (v) all other sums payable pursuant to the Note, the Credit Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Agent pursuant to the terms of this Security Instrument;

(j) surrender the insurance policies maintained pursuant to the Credit Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Agent in its discretion shall deem proper, and in connection therewith, Grantor hereby appoints Agent as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Grantor to collect such insurance premiums;

(k) apply the undisbursed balance of any deposit made by Grantor with Agent in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Agent shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Trustee or Agent may have under Applicable Law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 10.1(g) of the Credit Agreement shall occur (with respect to Grantor and SPE Component Entity only), the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Trustee or Agent.

Section 8.2. APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Agent

pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Agent to the payment of the Debt in such priority and proportions as set forth in Section 8.03 of the Credit Agreement.

Section 8.3. RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Agent may, but without any obligation to do so and without notice to or demand on Grantor and without releasing Grantor from any obligation hereunder, make any payment or do any act required of Grantor hereunder in such manner and to such extent as Agent may deem necessary to protect the security hereof. Agent or Trustee is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Agent upon demand. All such costs and expenses incurred by Agent in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any default rate specified in the Credit Agreement, if any (the "**Default Rate**"), for the period after notice from Agent that such cost or expense was incurred to the date of payment to Agent. All such costs and expenses incurred by Agent or Trustee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Agent therefor.

Section 8.4. ACTIONS AND PROCEEDINGS. Agent or Trustee has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Grantor, which Agent, in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5. RECOVERY OF SUMS REQUIRED TO BE PAID. Agent shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Agent thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

Section 8.6. OTHER RIGHTS, ETC. (a) The failure of Agent or Trustee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Grantor shall not be relieved of Grantor's obligations hereunder by reason of (i) the failure of Agent or Trustee to comply with any request of Grantor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Agent extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Grantor, and Agent shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Credit Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Agent shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Agent's possession.

(c) Agent may resort for the payment of the Debt to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent or Trustee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Agent or Trustee thereafter to foreclose this Security Instrument. The rights of Agent or Trustee under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent or Trustee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Neither Agent nor Trustee shall be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7. RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Agent may release any portion of the Property for such consideration as Agent may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Agent for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Agent may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8. RIGHT OF ENTRY. Upon reasonable notice to Grantor, Agent and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.9. BANKRUPTCY. (a) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code (defined below).

(b) If there shall be filed by or against Grantor a petition under the Bankruptcy Code and Grantor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Grantor shall give Agent not less than ten (10) days' prior notice of the date on which Grantor shall apply to the bankruptcy court for authority to reject the Lease. Agent shall have the right, but not the obligation, to serve upon Grantor within such ten-day period a notice stating that (i) Agent demands that Grantor assume and assign the Lease to Agent pursuant to Section 365 of the Bankruptcy Code and (ii) Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Agent serves upon Grantor the notice described in the preceding sentence, Grantor shall not seek

to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Agent of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10. SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Agent shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Agent and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

Article 9 – ENVIRONMENTAL HAZARDS

Section 9.1. ENVIRONMENTAL COVENANTS. Grantor has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Grantor shall comply with the aforesaid covenants regarding environmental matters.

Article 10 – WAIVERS

Section 10.1. MARSHALLING AND OTHER MATTERS. Grantor hereby waives, to the extent permitted by law, the benefit of all Applicable Law now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Grantor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Grantor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Applicable Law.

Section 10.2. WAIVER OF NOTICE. Grantor shall not be entitled to any notices of any nature whatsoever from Agent or Trustee except with respect to matters for which this Security Instrument or the Credit Agreement specifically and expressly provides for the giving of notice by Agent or Trustee to Grantor and except with respect to matters for which Grantor is not permitted by Applicable Law to waive its right to receive notice, and Grantor hereby expressly waives the right to receive any notice from Agent or Trustee with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Agent or Trustee to Grantor.

Section 10.3. WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Mortgagor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment of the Debt or the performance of the Other Obligations.

Section 10.4. SOLE DISCRETION OF AGENT. Whenever pursuant to this Security Instrument, Agent exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Agent, the decision of Agent to approve or disapprove or to decide

whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Agent and shall be final and conclusive.

Section 10.5. WAIVER OF TRIAL BY JURY. GRANTOR AND AGENT EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GRANTOR AND AGENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF AGENT AND GRANTOR IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GRANTOR AND AGENT.

Section 10.6. WAIVER OF FORECLOSURE DEFENSE. Grantor hereby waives any defense Grantor might assert or have by reason of Agent's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Agent.

Article 11 – INTENTIONALLY OMITTED

Article 12 – NOTICES

Section 12.1. NOTICES. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Credit Agreement.

Notices to the Trustee shall be sent as follows:

Jeffrey R. King, Esq.
c/o Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219
jeffrey.king@stites.com

Article 13 – APPLICABLE LAW

Section 13.1. GOVERNING LAW. With respect to matters relating to the creation, perfection and enforcement of the liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of the state in which the Property is located (without regard to conflict of law provisions thereof), it being understood that, except as expressly set forth above in this Section and to the fullest extent permitted by the law of such State, the law of the State of New York (without regard to conflict of law provisions thereof) shall govern all other matters relating to this Security Instrument and the other Loan Documents and all of the indebtedness or obligations arising hereunder or thereunder. All provisions of the Credit Agreement incorporated herein by reference shall be governed by, and

construed in accordance with, the laws of the State of New York, as set forth in the governing law provision of the Credit Agreement.

Section 13.2. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Article 14 – DEFINITIONS

Section 14.1. GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Agent" shall mean "Agent and any of Agent's successors and assigns," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," "Trustee" shall mean "Trustee and any substitute Trustee of the estates, properties, powers, trusts and rights conferred upon Trustee pursuant to this Security Instrument, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Agent in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Article 15 – MISCELLANEOUS PROVISIONS

Section 15.1. NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Grantor, Agent or Trustee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2. SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Grantor, Agent and their respective successors and assigns forever.

Section 15.3. INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Credit Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Credit Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4. HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6. ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 15.7. INCORPORATION OF CREDIT AGREEMENT; NO CONFLICTS. The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of a conflict between any term or provision of the Credit Agreement and this Security Instrument, the terms and provisions of the Credit Agreement shall control.

Section 15.8. LIMITATION ON AGENT'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Agent, nor shall it operate to make Agent responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Agent a "mortgagee in possession."

Article 16 – DEED OF TRUST PROVISIONS

Section 16.1. CONCERNING THE TRUSTEE. Trustee shall be under no duty to take any action hereunder except as expressly required hereunder or by law, or to perform any act which would involve Trustee in any expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to Trustee's reasonable satisfaction. Trustee, by acceptance of this Security Instrument, represents that it is duly qualified to serve as Trustee hereunder and covenants to perform and fulfill the trusts herein created, being liable, however, only for gross negligence or willful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by Trustee in accordance with the terms hereof. Trustee may resign at any time upon giving thirty (30) days' notice to Grantor and to Agent. Agent may remove Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act, or inability to act of Trustee, or in its sole discretion for any reason whatsoever Agent may, without notice and without specifying any reason therefor and without applying to any court, select and appoint a successor trustee, by an instrument recorded wherever this Security Instrument is recorded and all powers, rights, duties and authority of Trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute trustee shall not be required to give bond for the faithful performance of the duties of Trustee hereunder unless required by Agent. The procedure provided for in this paragraph for substitution of Trustee shall be in addition to and not in exclusion of any other provisions for substitution, by law or otherwise.

Section 16.2. TRUSTEE'S FEES. Grantor shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of Trustee's duties hereunder and all such costs, fees and expenses shall be secured by this Security Instrument. Notwithstanding anything to the contrary contained herein or in any other Loan Document, Trustee hereby acknowledges and agrees that no fees or other compensation shall be payable to Trustee hereunder or otherwise in connection with the Loan or Loan Documents except in connection with (a) a sale of the Property in connection with an exercise of remedies hereunder and/or under the other Loan Documents or (b) a release hereof in accordance with the applicable terms and conditions hereof and of the other Loan Documents.

Section 16.3. CERTAIN RIGHTS. With the approval of Agent, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Agent) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Note, this Security Instrument or the other Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his/her agents or attorneys, (iii) to select and employ, in and about the execution of his/her duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith, and (iv) any and all other lawful action as Agent may instruct Trustee to take to protect or enforce Agent's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting an action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered.

Section 16.4. RETENTION OF MONEY. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 16.5. PERFECTION OF APPOINTMENT. Should any deed, conveyance, or instrument of any nature be required from Grantor by any Trustee or substitute trustee to more fully and certainly vest in and confirm to Trustee or substitute trustee such estates rights, powers, and duties, then, upon request by Trustee or substitute trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 16.6. SUCCESSION INSTRUMENTS. Any substitute trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his/her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Agent or of the substitute trustee, Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute trustee so appointed in Trustee's place.

Article 17 - STATE-SPECIFIC PROVISIONS

Section 17.1. PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 17 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 17 shall control and be binding.

Section 17.2. FIXTURE FILING PROVISION. Upon recording this Security Instrument in the real property records, this Security Instrument shall be effective as a financing statement filed as a fixture filing. The filing of any other financing statement relating to any personal property rights or interests described herein shall not be construed to diminish any right or priority hereunder.

Section 17.3. INTEREST RATE. Grantor agrees to pay an effective rate of interest equal to the Interest Rate or the Default Rate (as such terms are defined in the Credit Agreement), as applicable, and (ii) the additional rate, if any, resulting from any charge or fee in the nature of interest paid or to be paid by Grantor in connection with the Note, this Security Instrument or any Loan Document. The total liability of Grantor for the payment of interest under the Note and this Security Instrument shall not exceed the applicable limit imposed by the usury laws of the State of Tennessee. If Agent receives interest in an amount which exceeds such limit, such excess amount shall be applied, without yield maintenance or other prepayment premium, instead to the reduction of the unpaid principal balance and not to the payment of principal and lawful interest, the surplus shall be remitted to Grantor by Agent, and Grantor hereby agrees to accept such remittance.

Section 17.4. ACCEPTANCE OF TRUST. The acceptance by Trustee of this trust shall be evidenced by this Security Instrument, duly executed and acknowledged, and is made a public record as provided by law. The trust created is irrevocable by Grantor.

Section 17.5. CONFORMITY OF REMEDIES; MORTGAGE. Any procedures or remedies provided herein shall be modified by and replaced with, where inconsistent with or required by, any procedures or requirements of the laws of State of Tennessee. In addition, should this Security Instrument be or become ineffective as a deed of trust, then this Security Instrument shall be construed and enforced as a realty mortgage with Grantor being the mortgagor and Agent being the mortgagee.

Section 17.6. POWER OF SALE. Upon the occurrence of any Event of Default, the Trustee hereunder, or his agent or successors, at the request of Agent, or the representatives or

assigns of Agent, after giving notice of the time and place of sale by publication of such at least three (3) different times in a newspaper published in the Hawkins County, the first of which publications shall be at least twenty (20) days previous to said sale, shall, at the date and time stated in the notice, and at the door of the County Courthouse in said Hawkins County at which foreclosure sales are customarily held or at the election of Agent at the Property, proceed to sell the Property at public auction for cash (or for credit against the Other Obligations if the Agent is the highest bidder) or upon such other terms that are satisfactory to Trustee and Agent, and in bar of the equity of redemption and all rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are hereby waived. Trustee shall apply the proceeds from such sale as follows: First to the payment of all costs and expenses of such sale, including attorney and trustee fees and expenses incurred in connection with the sale and Grantor's default; Second, to the payment of the Other Obligations, including any and all advances made under the terms hereof with interest thereon; Third, the surplus, if any, to the parties legally entitled thereto. In the event the Trustee cannot determine the person or persons to whom the surplus should be paid or a controversy exists with respect to the surplus, the Trustee may pay the surplus into a court of competent jurisdiction in an interpleader action' and all expenses of such action, including legal fees incurred by Agent and Trustee, shall be paid from the surplus or, if the surplus is insufficient, by Grantor.

The foreclosure sale may be adjourned from time to time by Trustee, or its agent or successors, at the place of sale on the date the sale is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication.

Agent or Agent's designee may purchase the Property at any sale. In the event Agent purchases the Tennessee Property at the Trustee's sale, to the extent Agent's bid price exceeds the Secured Obligations, Agent shall pay Trustee cash equal to such excess.

Trustee may delegate, in his sole discretion, any authority possessed under this instrument, including the authority to conduct a foreclosure sale. Without limiting the foregoing, Trustee may retain a professional auctioneer to preside over the bidding, and the customary charge for the auctioneer's services shall be paid from sale proceeds as an expense of sale.

Following a Trustee's sale of the Property, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein.

Grantor further agrees that in case of any sale hereunder, it will at once surrender possession of the Property, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Property after such sale plus all expenses, including legal fees, incurred by the purchaser.

In accordance with Tennessee Code Annotated Section 35-5-101, Trustee shall send to Grantor (and any co-debtor) on or before the date of the first publication of the notice of sale referenced above, a copy of the notice required in Tennessee Code Annotated Section 35-5-104.

Section 17.7. SEPARATE SALES. In the event of any sale under this Security Instrument by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels in such manner or order as the Trustee (or such other person conducting the sale) in his sole discretion may elect; and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the Other Obligations are paid in full. If the Other Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security, Agent may at its option exhaust or cause to be exhausted the remedies granted under any of said security, either concurrently or independently, and in such order as it may determine.

Section 17.8. DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF PARTIES. If Trustee or Agent shall have proceeded to enforce any right, power or remedy under this Security Instrument by foreclosure, entry or otherwise or if Trustee commences advertising of the intended exercise of the sale under power provided hereunder and such proceedings or advertisement shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Trustee or Agent, then in any such event Trustee and Agent shall be restored to their former positions and rights hereunder without waiver of any Event of Default and without novation, and all rights, powers and remedies of Trustee and Agent shall continue as if no such proceeding had been taken.

Section 17.9. WAIVER OF APPRAISEMENT; VALUATION; ETC. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Grantor nor anyone claiming by, through or under Grantor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Instrument, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Grantor, for Grantor and all who may at any time claim through or under Grantor, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Security Instrument marshaled upon any foreclosure or sale under the power herein granted.


Section 17.10. SEPARATE SUITS. Agent shall have the right, at any time and from time to time, to sue for any of the Other Obligations, as the same becomes due and payable, without regard to whether or not the entire Other Obligations shall be due, and without prejudice to the right of Trustee or Agent thereafter to enforce or cause to be enforced any appropriate remedy against Grantor, including, without limitation, an action of foreclosure or any other action for a default or defaults by Grantor existing at the time such earlier action was commenced.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Security Instrument has been executed by the undersigned as of the day and year first above written.

GRANTOR

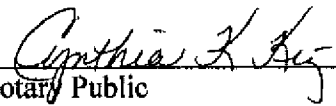
HOLLISTON, LLC,
a Delaware limited liability company

By: 
Name: STEVEN W. LISTER
Title: VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

STATE OF Tennessee
COUNTY OF Sullivan

Before me, Cynthia K King, a Notary Public of said County and State, personally appeared Steven W. Lister, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be VP & CFO (or other officer authorized to execute the instrument) of HOLLISTON, LLC, a Delaware limited liability company, the within named bargainer, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by him self as its VP & CFO.

Witness my hand and seal, at Office, this 9th day of April, 2013.


Notary Public

My Commission Expires: August 18, 2015

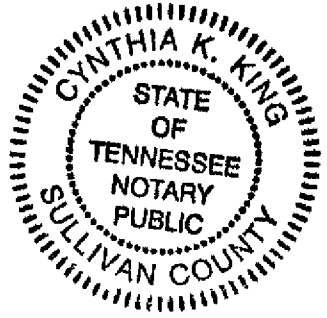


EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of Tennessee, County of Hawkins and is described as follows:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND SITUATE IN THE COUNTY OF HAWKINS AND STATE OF TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE EASTERLY RIGHT OF WAY OF NORFOLK AND SOUTHERN RAILWAY AND CORNER TO HAUN AND BEING THE WESTERLY CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH SAID RIGHT OF WAY OF SAID RAILWAY, NORTH 46 DEGREES 03 MINUTES 14 SECONDS EAST 898.85 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID RAILWAY BY A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 13 DEGREES 27 MINUTES 27 SECONDS, A RADIUS OF 2814.76 FEET, A TANGENT LENGTH OF 332.09 FEET, AN ARC LENGTH OF 661.13 FEET, AND A CHORD LENGTH OF 659.61 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID RAILWAY NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST, 682.34 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING WITH SAID RAILWAY NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST, 1353.82 FEET TO AN IRON PIN IN SAID RAILWAY RIGHT OF WAY AND CORNER TO GEORGIA PACIFIC CORPORATION PROPERTY AND BEING THE MOST NORTHERLY CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE, LEAVING SAID RAILWAY AND WITH THE LINE OF GEORGIA PACIFIC CORPORATION, SOUTH 34 DEGREES 53 MINUTES 45 SECONDS EAST, 1580.00 FEET TO AN IRON PIN ON THE WESTERLY BANK OF THE HOLSTON RIVER; THENCE WITH SAID BANK OF THE RIVER THE FOLLOWING FOUR CALLS, SOUTH 33 DEGREES 02 MINUTES 34 SECONDS WEST 219.38 FEET TO AN IRON PIN; THENCE SOUTH 27 DEGREES 26 MINUTES 25 SECONDS WEST, 513.77 FEET TO AN IRON PIN; THENCE SOUTH 24 DEGREES 30 MINUTES 00 SECONDS WEST, 332.66 FEET TO AN IRON PIN; THENCE SOUTH 15 DEGREES 12 MINUTES 19 SECONDS WEST, 323.48 FEET TO AN IRON PIN, SAID PIN BEING THE CORNER FOR THE PROPERTY HEREIN DESCRIBED AND AREA 1; THENCE WITH THE LINE OF AREA 1, THE FOLLOWING FIVE CALLS, NORTH 61 DEGREES 33 MINUTES 07 SECONDS WEST 600.00 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 51 MINUTES 10 SECONDS WEST 655.34 FEET TO AN IRON PIN IN THE CENTER OF THE RIVER ACCESS ROAD; THENCE SOUTH 45 DEGREES 43 MINUTES 47 SECONDS EAST 169.12 FEET TO AN IRON PIN IN THE CENTER OF THE RIVER ACCESS ROAD; THENCE SOUTH 46 DEGREES 57 MINUTES 42 SECONDS EAST, 559.85 FEET TO AN IRON PIN NEAR THE CENTER OF THE RIVER ACCESS ROAD; THENCE SOUTH 78 DEGREES 09 MINUTES 28 SECONDS EAST, 162.96 FEET TO AN IRON PIN ON THE WESTERLY BANK OF THE HOLSTON RIVER; THENCE WITH SAID BANK OF THE RIVER THE FOLLOWING THREE CALLS; SOUTH 16 DEGREES 54 MINUTES 18 SECONDS WEST 13.37 FEET TO AN IRON PIN, THENCE SOUTH 25 DEGREES 42 MINUTES 52 SECONDS WEST, 441.77 FEET TO AN IRON PIN; THENCE SOUTH 21 DEGREES 35 MINUTES 51 SECONDS WEST, 295.03 FEET TO AN IRON PIN ON SAID BANK OF THE RIVER AND CORNER TO HAUN; THENCE LEAVING THE RIVER AND WITH THE LINE OF HAUN, NORTH 54 DEGREES 18 MINUTES 00 SECONDS WEST AND PASSING A CONCRETE MONUMENT AT 1501.11, A TOTAL DISTANCE OF 3368.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE DECLARATION OF INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS; CENTERLINE OF 50 FOOT EASEMENT CROSSING AREA 2 FOR INGRESS AND EGRESS TO AREA 1:

BEGINNING AT AN IRON PIN ON THE WESTERLY BANK OF THE HOLSTON RIVER, CORNER TO AREA 1 AND AREA 2; THENCE WITH THE DIVISIONAL LINE OF AREA 1 AND AREA 2, NORTH 78 DEGREES 09 MINUTES 28 SECONDS WEST 162.96 FEET TO AN IRON PIN NEAR THE CENTER OF THE RIVER ACCESS

ROAD; THENCE CONTINUING WITH THE CENTER OF THE RIVER ACCESS ROAD; THE FOLLOWING TWO CALLS, NORTH 45 DEGREES 43 MINUTES 47 SECONDS WEST PASSING AN IRON PIN AT 169.12 FEET, A TOTAL DISTANCE OF 792.57 FEET TO AN IRON PIN; THENCE NORTH 53 DEGREES 31 MINUTES 27 SECONDS WEST, 728.78 FEET TO A PK NAIL IN THE ASPHALT; THENCE NORTH 30 DEGREES 45 MINUTES 53 SECONDS WEST, 42.51 FEET TO A PK NAIL IN THE ASPHALT; THENCE BY A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 19 MINUTES 16 SECONDS, A RADIUS OF 50.00 FEET, A TANGENT LENGTH OF 50.28 FEET, AN ARC LENGTH OF 78.82 FEET AND A CHORD LENGTH OF 70.91 FEET TO A PK NAIL IN THE ASPHALT; THENCE NORTH 59 DEGREES 33 MINUTES 23 SECONDS EAST 244.02 FEET TO A PK NAIL IN THE ASPHALT; THENCE BY A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 10 SECONDS, A RADIUS OF 50.00 FEET, A TANGENT LENGTH OF 49.99 FEET, AN ARC LENGTH OF 78.53 FEET AND A CHORD LENGTH OF 70.70 FEET TO A PK NAIL IN THE ASPHALT; THENCE NORTH 30 DEGREES 25 SECONDS 47 MINUTES WEST, 224.17 FEET TO A PK NAIL IN THE ASPHALT; THENCE BY A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 78 DEGREES 02 MINUTES 51 SECONDS, A RADIUS OF 50.00 FEET, A TANGENT LENGTH OF 40.52 FEET, AN ARCH LENGTH OF 68.11 FEET, AND A CHORD LENGTH OF 62.96 FEET TO A PK NAIL IN THE ASPHALT; THENCE BY A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 79 DEGREES 22 MINUTES 51 SECONDS, A RADIUS OF 83.29 FEET, A TANGENT LENGTH OF 69.13 FEET, AN ARC LENGTH OF 115.40 FEET, AND A CHORD LENGTH OF 106.39 FEET, TO A PK NAIL IN THE ASPHALT; THENCE NORTH 29 DEGREES 37 MINUTES 46 SECONDS WEST 351.22 FEET TO A PK NAIL NEAR THE CENTER OF THE ENTRANCE AND IN THE EASTERLY RIGHT OF WAY LINE OF NORFOLK AND SOUTHERN RAILWAY.

BEING THE SAME PROPERTY CONVEYED TO HOLLISTON LLC, A DELAWARE CORPORATION BY DEED FROM THE HOLLISTON MILLS, INC., A DELAWARE CORPORATION OF RECORD IN BOOK 874, PAGE 60, REGISTER'S OFFICE FOR HAWKINS COUNTY, TENNESSEE.

BOS 47159620v5

BK/PG: 1090/84-106

13002976

23 PGS: AL - TRUST DEED	
JUDY BATCH: 82395	
04/29/2013 - 11:26 AM	
VALUE	13135593.22
MORTGAGE TAX	15103.63
TRANSFER TAX	0.00
RECORDING FEE	115.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	16221.63

STATE OF TENNESSEE, HAWKINS COUNTY
JUDY KIRKPATRICK
 REGISTER OF DEEDS



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 29, 2013

PTAS

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE, STE 430
WASHINGTON, DC 20005

900253601

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/26/2013

REEL/FRAME: 5015/0143
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 626526-010 - COS1-38620

ASSIGNOR:
HOLLISTON LLC

DOC DATE: 04/24/2013
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
REPUBLIC STORAGE SYSTEMS LLC

DOC DATE: 04/24/2013
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
BRITE-LINE TECHNOLOGIES, LLC

DOC DATE: 04/24/2013
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:
SALUS CAPITAL PARTNERS, LLC

197 FIRST AVENUE, SUITE 250
NEEDHAM, MASSACHUSETTS 02494

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 72296043 FILING DATE: 04/19/1968
REGISTRATION NUMBER: 865328 REGISTRATION DATE: 02/25/1969
MARK: WEDGE-LOCK
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 72452913 FILING DATE: 03/29/1973
REGISTRATION NUMBER: 984027 REGISTRATION DATE: 05/14/1974
MARK: ROXITE
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 73680920 FILING DATE: 08/27/1987
REGISTRATION NUMBER: 1495068 REGISTRATION DATE: 07/05/1988
MARK: ARRESTOX
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 73680929 FILING DATE: 08/27/1987
REGISTRATION NUMBER: 1521761 REGISTRATION DATE: 01/24/1989
MARK: KENNETT
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 73703253 FILING DATE: 12/28/1987
REGISTRATION NUMBER: 1570646 REGISTRATION DATE: 12/12/1989
MARK: REPUBLIC
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74021126 FILING DATE: 01/22/1990
REGISTRATION NUMBER: 1651928 REGISTRATION DATE: 07/23/1991
MARK: LINEN-SET
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74081796 FILING DATE: 07/25/1990
REGISTRATION NUMBER: 1648190 REGISTRATION DATE: 06/18/1991
MARK: GALAXY
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74082974 FILING DATE: 07/30/1990
REGISTRATION NUMBER: 1648846 REGISTRATION DATE: 06/25/1991
MARK: ENVIRO-MATE
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74184858 FILING DATE: 07/15/1991
REGISTRATION NUMBER: 1689828 REGISTRATION DATE: 06/02/1992
MARK: METAL LUMBER
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74376265 FILING DATE: 04/02/1993
REGISTRATION NUMBER: 1849349 REGISTRATION DATE: 08/09/1994
MARK: OPTIMA
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75121587 FILING DATE: 06/14/1996
REGISTRATION NUMBER: 2113032 REGISTRATION DATE: 11/11/1997
MARK: PEARL LINEN
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77086654 FILING DATE: 01/19/2007
REGISTRATION NUMBER: 3534648 REGISTRATION DATE: 11/18/2008
MARK: IMPRESSIONS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77116318
REGISTRATION NUMBER: 3658550
MARK: SECURE-MATE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/26/2007
REGISTRATION DATE: 07/21/2009

SERIAL NUMBER: 77171901
REGISTRATION NUMBER: 3493464
MARK: PERFORMANCE 9
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/03/2007
REGISTRATION DATE: 08/26/2008

SERIAL NUMBER: 77171913
REGISTRATION NUMBER: 3499737
MARK: PERFORMANCE 7
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/03/2007
REGISTRATION DATE: 09/09/2008

SERIAL NUMBER: 77313050
REGISTRATION NUMBER: 3585387
MARK: DELTALINE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/25/2007
REGISTRATION DATE: 03/10/2009

SERIAL NUMBER: 77683326
REGISTRATION NUMBER: 3939458
MARK: BRITE-LINE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/04/2009
REGISTRATION DATE: 04/05/2011

SERIAL NUMBER: 78286429
REGISTRATION NUMBER: 2973616
MARK: ABRASITUFF
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/12/2003
REGISTRATION DATE: 07/19/2005

SERIAL NUMBER: 78355312
REGISTRATION NUMBER: 3163446
MARK: LUMINAIRE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 01/21/2004
REGISTRATION DATE: 10/24/2006

SERIAL NUMBER: 78364136
REGISTRATION NUMBER: 3036642
MARK: NOUVELLE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/06/2004
REGISTRATION DATE: 12/27/2005

SERIAL NUMBER: 78409505
REGISTRATION NUMBER: 3017518
MARK: STURDITE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/28/2004
REGISTRATION DATE: 11/22/2005

SERIAL NUMBER: 78429678
REGISTRATION NUMBER: 2965343
MARK: DATA-MATE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/03/2004
REGISTRATION DATE: 07/05/2005

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holliston LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Republic Storage Systems LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Brite-Line Technologies, LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Salus Capital Partners, LLC		
Street Address:	197 First Avenue, Suite 250		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3939458	BRITE-LINE	
Registration Number:	3585387	DELTALINE	
Registration Number:	3493464	PERFORMANCE 9	
Registration Number:	3499737	PERFORMANCE 7	
Registration Number:	3658550	SECURE-MATE	
Registration Number:	3534648	IMPRESSIONS	
Registration Number:	2965343	DATA-MATE	
Registration Number:	3017518	STURDITE	
Registration Number:	3036642	NOUVELLE	
Registration Number:	3163446	LUMINAIRE	
Registration Number:	2973616	ABRASITUFF	

CH \$565.00 3939458

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of April, 2013, by and among Holliston LLC, a Delaware limited liability company, Republic Storage Systems, LLC, a Delaware limited liability company, and Brite-Line Technologies, LLC, a Delaware limited liability company, (together the "Grantors" and each individually the "Grantor"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 24th, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), providing for a loan to be made to Grantors by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 24th, 2013 between Grantors and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule 1** annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or

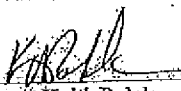
future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

BOS 47169524v3

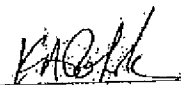
TRADEMARK
REEL: 006060 FRAME: 0923

IN WITNESS WHEREOF, the Grantors have duly executed this Trademark Security Agreement as of the date first written above.

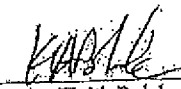
HOLLISTON LLC

By: 
Name: Keith Polak
Title: Vice President

REPUBLIC STORAGE SYSTEMS, LLC

By: 
Name: Keith Polak
Title: Vice President

BRITE-LINE TECHNOLOGIES, LLC

By: 
Name: Keith Polak
Title: Vice President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: 

Name: Kyle C. Shonak

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
BRITE-LINE	U.S. FEDERAL	77/683326 04-MAR-2009	3939458 05-APR-2011	BRITE-LINE TECHNOLOGIES, LLC
DELTALINE	U.S. FEDERAL	77/313050 26-OCT-2007	3585387 10-MAR-2009	BRITE-LINE TECHNOLOGIES, LLC
PERFORMANCE 9	U.S. FEDERAL	77/1718901 03-MAY-2007	3493464 26-AUG-2008	Holliston LLC
PERFORMANCE 7	U.S. FEDERAL	77/171913 03-MAY-2007	3499737 09-SEP-2008	Holliston LLC
SECURE-MATE	U.S. FEDERAL	77/116318 26-FEB-2007	3658550 21-JUL-2009	Holliston LLC
IMPRESSIONS	U.S. FEDERAL	77/086654 19-JAN-2007	3534648 18-NOV-2008	Holliston LLC
Data-Mate	U.S. FEDERAL	78/429578 03-JUN-2004	2965343 05-JUL-2005	Holliston LLC
STURDITE	U.S. FEDERAL	78/409505 28-APR-2004	3017518 22-NOV-2005	Holliston LLC
NOUVELLE	U.S. FEDERAL	78/364,136 06-FEB-2004	3036642 27-DEC-2005	Holliston LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
LUMINAIRE	U.S. FEDERAL	78/355312 21-JAN-2004	3163446 24-OCT-2006	Holliston LLC
ABRASITUFF	U.S. FEDERAL	78/286429 12-AUG-2003	2973616 19-JUL-2005	Holliston LLC
PEARL LINEN	U.S. FEDERAL	75/121587 14-JUN-1996	2113032 11-NOV-1997	Holliston LLC
OPTIMA	U.S. FEDERAL	74/376265 02-APR-1993	1849349 09-AUG-1994	Holliston LLC
ENVIRO-MATE	U.S. FEDERAL	74/082974 30-JUL-1990	1648846 25-JUN-1991	Holliston LLC
GALAXY	U.S. FEDERAL	74/081796 25-JUL-1990	1648190 18-JUN-1991	Holliston LLC
LINEN-SET	U.S. FEDERAL	74/021126 22-JAN-1990	1651928 23-JUL-1991	Holliston LLC
ARRESTOX	U.S. FEDERAL	73/680920 27-AUG-1987	1495068 05-JUL-1988	Holliston LLC
KENNETT	U.S. FEDERAL	73/680929 27-AUG-1987	1521761 24-JAN-1989	Holliston LLC
ROXITE	U.S. FEDERAL	72/452913 29-MAR-1973	0984027 14-MAY-1974	Holliston LLC
METAL LUMBER	U.S. FEDERAL	74/184858 15-JUL-1991	1689828 02-JUN-1992	REPUBLIC STORAGE SYSTEMS, LLC
WEDGE-LOCK	U.S. FEDERAL	72/296043 19-APR-1988	0865328 25-FEB-1969	REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC	U.S. FEDERAL	73/703253 28-DEC-1987	1570646 12-DEC-1989	REPUBLIC STORAGE SYSTEMS, LLC



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 29, 2013

PTAS

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE, STE 430
WASHINGTON, DC 20005

502326048

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/26/2013

REEL/FRAME: 030295/0833
NUMBER OF PAGES: 6

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: COS138619

ASSIGNOR:
BRITE-LINE TECHNOLOGIES, LLC

DOC DATE: 04/24/2013

ASSIGNEE:
SALUS CAPITAL PARTNERS, LLC
197 FIRST AVENUE, SUITE 250
NEEDHAM, MASSACHUSETTS 02494

APPLICATION NUMBER: 08451234

FILING DATE: 05/26/1995

PATENT NUMBER: 5557461

ISSUE DATE: 09/17/1996

TITLE: OMNIDIRECTIONAL RETRO-REFLECTIVE ROADWAY MARKER AND THE LIKE

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT


Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brite-Line Technologies, LLC	04/24/2013
RECEIVING PARTY DATA	
Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5557461
CORRESPONDENCE DATA	
Fax Number:	8668265420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-638-0511
Email:	penelcpe@presearchplus.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue, Ste 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	COS138619
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/26/2013
Total Attachments: 5 source=38619#page1.tif source=38619#page2.tif source=38619#page3.tif source=38619#page4.tif source=38619#page5.tif	

CH \$40.00 5557461

RECORDATION FORM COVER SHEET PATENTS 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) Brite-Line Technologies, LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Salus Capital Partners, LLC Internal Address: _____ _____ _____ Street Address: <u>197 First Avenue, Suite 250</u> _____ _____ City: <u>Needham</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>02494</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>4/24/2013</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) _____ <u>5557461</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ _____ Street Address: _____ _____ City: _____ State: _____ Zip: _____ Phone Number: _____ Fax Number: _____ Email Address: _____		6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information Deposit Account Number _____ Authorized User Name _____	
9. Signature: _____ <div style="text-align: center;"> Signature</div> Monica Mahoney, Paralegal Name of Person Signing		Date: <u>04/25/2013</u> Date Total number of pages including cover sheet, attachments, and documents: 5	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 24th day of April, 2013, by Brite-Line Technologies, LLC, a Delaware limited liability company (the "Grantor"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 24th, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), providing for a loan to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 24th, 2013 between Grantor and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Security Agreement"), the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent listed on **Schedule 1** annexed hereto, together with any reissues, divisions, continuations, reexaminations, extensions and continuations-in-part thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Patent, or (b) injury to the goodwill associated with any Patent.

BOS 47169527v1

K&B 25681311.1
BOS 47169527v3

IN WITNESS WHEREOF, Grantor has duly executed this Patent Security Agreement as of the date first written above.


BRITE-LINE TECHNOLOGIES, LLC

By: 
Name: Keith Polak
Title: Vice President

[Signature Page to Patent Security Agreement]

Agreed and Accepted
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LEC

By: 
Name: Kyle C. Shonak
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

Schedule 1

U.S. PATENTS AND PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner
OMNIDIRECTIONAL RETRO-REFLECTIVE ROADWAY MARKER AND THE LIKE	US	08/451234 26-MAY-1995	5557461 17-SEP-1996	BRITE-LINE TECHNOLOGIES, LLC



Receipt

Copyright Office
Library of Congress
101 Independence Avenue SE
Washington, DC 20559-6000



No. 1-FETMI7

Date: 5/7/2013 11:14:04 AM

Received

Form(s): 2 - DCS
Deposit Count:
Piece Count:
Type of Deposit:
Other Enclosures:
Title: **REPUBLIC PERSONAL EFFECTS LOCKERS**
of Additional Titles: **and 23 others**
Priority:
Of Documents: 1

- Search Report
- Search
- Retrieval
- Correspondence
- Inspection
- Photocopies
- Additional Certificate
- Certification
- Secure Test Exam

Other:

Received From: **Corporation Service Company**
1040 Vermont Avenue NW
Suite 430
Washington, DC 20005
United States

Phone: (202) 408-3121

Representing:

Phone:

Corresponding Id:

Fees	Method of Payment	Amount
No Fee: <input type="checkbox"/>	Check:	
Fee to be Determined: <input type="checkbox"/>	Money Order:	
Base Fee: \$195.00	Deposit Account:	95567
Special Handling Fee: \$	Deposit Account Name:	Corporation Service Company
Secure Test Exam Fee: \$		Inc
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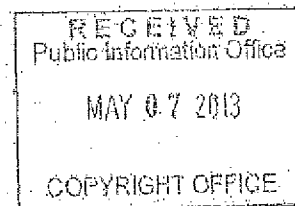
CORPORATION SERVICE COMPANY

**Filing Receipt
For Material Filed with the US Copyright Office**

Date: May 7, 2013
To: Register of Copyrights, US Copyright Office
Type of Document: Security Agreement
First Party: Holliston LLC
First Title: Republic Personal Effects Lockers
Filing Fee: \$ 195

Processing fees should be deducted from CSC Deposit Account 95567.

CSC Order No. 637761-005



**The date stamp of the United States Copyright Office hereon confirms the date this
was received.**

Corporation Service Company
1090 Vermont Avenue, NW Suite 430 Washington, DC 20005 202.408.3121

**TRADEMARK
REEL: 006060 FRAME: 0936**

COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 24th day of April, 2013, by and among Holliston LLC, a Delaware limited liability company and Republic Storage Systems, LLC, a Delaware limited liability company (together the "Grantors" and each individually the "Grantor"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 24th, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), providing for a loan to be made to the Grantors by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 24th, 2013 between each Grantor and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Copyrights, together with the goodwill of the business symbolized by such Grantor's Copyrights, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Copyright Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Copyright listed on **Schedule 1** annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or


BOS 47169529v1

K&E 25681267.1
BOS 47169529v3

future (a) infringement of any Copyright, or (b) injury to the goodwill associated with any Copyright.

IN WITNESS WHEREOF, the Grantors have duly executed this Copyright Security Agreement as of the date first written above.

HOLLISTON LLC

By: 
Name: Keith Polak
Title: Vice President

REPUBLIC STORAGE SYSTEMS, LLC

By: 
Name: Keith Polak
Title: Vice President

[Signature Page to Copyright Security Agreement]

Agreed and Accepted
As of the Date First Written Above:

SALUS CAPITAL PARTNERS, LLC

By: 

Name: Kyle C. Shonak
Title: Senior Vice President

[Signature Page to Copyright Security Agreement]

Schedule 1

U.S. COPYRIGHT REGISTRATIONS

Title	Registration No.	Publication Date/Year of Creation	Registration Date	Current Owner
REPUBLIC PERSONAL EFFECTS LOCKERS.	TX0002010921	1-APR-1985	7-MAR-1986	REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC STORAGE PRODUCTS AND SYSTEMS.	TX0002010924	1-AUG-1985	7-MAR-1986	REPUBLIC STORAGE SYSTEMS, LLC
MULTI-STOR PART-TO-MAN STORAGE SYSTEMS.	TX0002010922	15-MAR-1983	7-MAR-1986	REPUBLIC STORAGE SYSTEMS, LLC
SYSTEMS PLANNING : A NEEDS ANALYSIS QUESTIONNAIRE.	TX0002010923	1-MAY-1984	7-MAR-1986	REPUBLIC STORAGE SYSTEMS, LLC
MAN-TO-PART SYSTEMS : FORM NO. HP-1000 183.	TX0001069805	31-JAN-1983	23-FEB-1983	REPUBLIC STORAGE SYSTEMS, LLC
PART-TO-MAN SYSTEMS : FORM NO. MP-1000 183.	TX0001069804	31-JAN-1983	23-FEB-1983	REPUBLIC STORAGE SYSTEMS, LLC
MONDRIAN LOCKERS : REPUBLIC STEEL.	TX0000036163	2-MAY-1977	6-MAR-1978	REPUBLIC STORAGE SYSTEMS, LLC
CONTRACT MANUFACTURING.	TX0000036162	1-APR-1976	6-MAR-1978	REPUBLIC STORAGE SYSTEMS, LLC
LIBRARY SHELVING UNITS	A660952	1975		REPUBLIC STORAGE SYSTEMS, LLC
CLIP SHELVING, WORK BENCHES, TOOL ROOM AND SHOP EQUIPMENT	A660951	1975		REPUBLIC STORAGE SYSTEMS, LLC
SLIDING SHELF BINS	A190700	1970		REPUBLIC STORAGE SYSTEMS, LLC
TOOL ROOM AND SHOP EQUIPMENT	A922668	1967		REPUBLIC STORAGE SYSTEMS, LLC

Title	Registration No.	Publication Date/ Year of Creation	Registration Date	Current Owner
REPUBLIC STEEL LIBRARY SHELVING	A942232	1967		REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC STEEL LIBRARY SHELVING (BRACKET TYPE)	A893637	1967		REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC STEEL SHELVING CALCULATOR	A873662	1966		REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC STEEL SLIDING SHELF AUTOMOTIVE BINS	A922669	1967		REPUBLIC STORAGE SYSTEMS, LLC
SPECIFICATION FOR BRACKET-TYPE SINGLE-TIER LIBRARY SHELVING	A873663	1966		REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC STORAGE RACKS	A958781	1967		REPUBLIC STORAGE SYSTEMS, LLC
COLOR SOLUTIONS GUIDE	Unknown	Unknown		REPUBLIC STORAGE SYSTEMS, LLC
SP-1050 PRICE LIST	Unknown	Unknown		REPUBLIC STORAGE SYSTEMS, LLC
WEDGE-LOCK STORAGE SYSTEMS, WL-1050	Unknown	Unknown		REPUBLIC STORAGE SYSTEMS, LLC
WEDGE-LOCK STORAGE SYSTEMS, WL 1000	Unknown	Unknown		REPUBLIC STORAGE SYSTEMS, LLC
FACILITY AUTOMATION IDEA STIMULATOR	Unknown	Unknown		REPUBLIC STORAGE SYSTEMS, LLC
COLOR ME CHALLENGING	TX1946201		08-DEC-1985	Holliston LLC

Search Criteria

DM-Name_MIK Search Results

Click on a Column Header to sort Ascending and click again for Descending

DESCRIPTION 1 (AREA, SUB, PHS, SEC, LOT, BLK, TCT)	BOOK NUMBER	PAGE NUMBER	SAT BOOK- PAGE	LAST NAME / FIRM NAME	FIRST NAME / FIRM NAME	D & M	RECORD DATE	INSTRUMENT 1	NAVIGATION
NO RIVERS SHOPS HWY 52 3 PCLS P/B BR PG 23	X261	107		N & P LLC A SOUTH CAROLI	NA LIMITED LIAB	D	11/7/1995	ASGT/ETC	View Keywords Related Doc
NO RIVERS SHOPS HWY 52 3 PCLS P/B BR PG 23	X261	107		PALMETTO FEDERAL SAVINGS	BANK OF SOUTH	D	11/7/1995	ASGT/ETC	View Keywords Related Doc

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