

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.C. Millwork, Inc.		06/23/2017	Corporation: PENNSYLVANIA
Tricon Construction, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
Spectrim Building Products, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
Open Air Designs, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
Global Manufacturing & Installation, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Berkshire Bank		
Street Address:	840 Route 33		
City:	Hamilton		
State/Country:	NEW JERSEY		
Postal Code:	08619		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4313337	HYBRID	
Registration Number:	4345523	SMARTWALL	
Serial Number:	86641354	GONDOLIGHT	
Registration Number:	2559900	SPECTRIM	
Registration Number:	2865558	VEN4MA	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.864.8352		
Email:	shorem@ballardspahr.com		
Correspondent Name:	Michael S. Shore		
Address Line 1:	Ballard Spahr LLP		

CH \$140.00 4313337

Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 06/26/2017

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 23, 2017 (this "Agreement"), among **T.C. Millwork, Inc.**, a Pennsylvania corporation ("TC"), **Tricon Construction, LLC**, a Pennsylvania limited liability company ("Tricon"), **Spectrim Building Products, LLC**, a Pennsylvania limited liability company ("SpecTrim"), **Open Air Designs, LLC**, a Pennsylvania limited liability company ("Open Air"), **Global Manufacturing & Installation, LLC**, a Pennsylvania limited liability company ("Global" and together with TC, Tricon, SpecTrim, Open Air, each a "Grantor" and collectively, "Grantors") and **Berkshire Bank**, a Massachusetts corporation (the "Lender").

Reference is made to that certain Loan and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") dated as of June 23, 2017 by and among the Grantors and the Lender. The obligation of the Lender to make Advances under the Loan Agreement is subject to the condition, among others, that the Grantors execute and deliver this Agreement. The Grantors party hereto are Borrowers and will derive substantial benefits from the extension of credit contemplated by the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement, as applicable. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State

of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.


SECTION 3. Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


T.C. MILLWORK, INC.

By: 
Name: Dennis Kubach
Title: President


TRICON CONSTRUCTION, LLC

By: 
Name: Dennis Kubach
Title: President

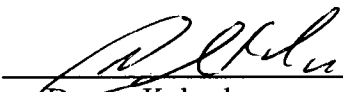
SPECTRIM BUILDING PRODUCTS, LLC

By: 
Name: Dennis Kubach
Title: Member

OPEN AIR DESIGNS, LLC

By: 
Name: Dennis Kubach
Title: General Manager

**GLOBAL MANUFACTURING &
INSTALLATION, LLC**

By: 
Name: Dennis Kubach
Title: General Manager

BERKSHIRE BANK

By: 

Name: Kenneth Kaestner

Title: Senior Vice President

SCHEDULE I

Patents

U.S. Patent No. 8,596,604 to Arthur Kubach for "Apparatus, System and Method for an Entertainment and Gaming Machine Base" owned by T.C. Millwork, Inc.

Patent Applications

None.

Patent Licenses

None.

SCHEDULE II

Trademarks

Each of the following are owned by **T.C. Millwork, Inc.**:

Owner	Trademark
T.C. Millwork, Inc.	HYBRID - Macau Registration No. N/87827
T.C. Millwork, Inc.	HYBRID - US Registration No. 4,313,337
T.C. Millwork, Inc.	SMARTWALL - Canada Application No. 1801673
T.C. Millwork, Inc.	SMARTWALL - US Registration No. 4,345,523
T.C. Millwork, Inc.	GONDOLIGHT - US Serial No. 86641354
T.C. Millwork, Inc.	SPECTRIM - US Registration No. 2559900
T.C. Millwork, Inc.	VEN4MA - US Registration No. 2865558

Trademark Applications

None.

Trademark Licenses

None.