

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daws Manufacturing Company, Inc.		12/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Assoc.:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2263914	BETTER BUILT
Registration Number:	2160881	BETTER BUILT BBC
Registration Number:	2189743	BETTER BUILT CLASSIC BBC
Registration Number:	2164543	BBC
Registration Number:	2192599	BETTER BUILT THE NAME SAYS IT ALL!
Registration Number:	2186416	BETTER BUILT THE NAME SAYS IT ALL! IF IT'S NOT BETTER BUILT, IT'S NOT
Registration Number:	2731851	PREMIER PRODUCTS
Registration Number:	2444722	QUANTUM
Registration Number:	1563253	
Registration Number:	1444048	ROAD QUEST
Serial Number:	76609288	SITE SAFE

CORRESPONDENCE DATA

Fax Number: (866)459-2899

900042380

**TRADEMARK
 REEL: 003249 FRAME: 0152**

CH \$290.00 2263914

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Suite 401
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	351707
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/15/2006

Total Attachments: 9
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Daws Manufacturing Company, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance (s)/Execution Date(s) : Execution Date(s) <u>December 29, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Security Interest</u></p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A.</u> Internal Address: _____ Address: _____ Street Address: <u>300 Galleria Parkway, Suite 800</u> City: <u>Atlanta</u> State: <u>Georgia</u> Country: <u>USA</u> Zip: <u>30339</u></p> <p><input checked="" type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship <u>National Banking Assoc.</u> <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No (s) See attached Exhibit A</p> <p>B. Trademark Registration No (s) See attached Exhibit A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Angela Stemley</u> Internal Address: <u>Bank of America, N.A.</u> Street Address: <u>300 Galleria Parkway, Suite 800</u> City: <u>Atlanta</u> State: <u>Georgia</u> Zip: <u>30339</u> Phone Number: <u>770-857-2951</u> Fax Number: <u>770-859-2437</u> Email Address: <u>angela.stemley@bankofamerica.com</u></p>	<p>6. Total number of applications and registrations involved: 11</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u>Angela Stemley</u> February 14, 2006 Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: </p> <p style="text-align: center;">Name of Person Signing</p>	

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, VA 22313-1450

EXHIBIT A

Trademarks
(attached)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of December 29, 2005, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **DAWS MANUFACTURING COMPANY, INC.**, a Florida corporation having its principal place of business at 8811 Grow Drive, Pensacola, Florida 32514 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Second Amended and Restated Letter of Credit, Loan and Reimbursement Agreement (as amended, modified, renewed or extended from time to time, "Loan Agreement"), dated as of December 29, 2005, between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, Company agrees as follows:

1. Unless otherwise specified, capitalized terms are used herein as defined in the Loan Agreement.

2. To secure the prompt payment and performance of all Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or hereafter acquired (collectively, "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A hereto (as such Exhibit may be amended from time to time); all renewals thereof; all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; all rights to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (all of the foregoing, collectively, "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that (a) each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable; (b) upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A hereto, enforceable against Company and all third Persons in accordance with its terms; (c) no claim has been made that the use of any Trademark does or may violate the rights of any Person; (d) Company has the unqualified right to enter into this Agreement and perform its terms; (e) each Trademark is valid and enforceable; and (f) Company is the sole and exclusive owner of the entire right, title and interest in and to all Trademark Collateral, free and clear of any Liens (except licenses permitted pursuant to Section 6

below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that (a) Company will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement; (b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and (c) except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not reasonably be expected to have a Material Adverse Effect), Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender, and its employees and agents, the visitation, audit and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all Obligations, Company shall not enter into any license agreement relating to any Trademark with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all Obligations, Company shall obtain rights to any new Trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications of Company.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. Lender may apply the proceeds of Trademark Collateral to the payment of Obligations in such order and manner as may be authorized by the Loan Agreement. Any remainder of the proceeds after Full Payment of all Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks; to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person; or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company. All amounts reimbursable by Company under this Agreement shall constitute Obligations and shall be payable **on demand**.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks, and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Company. Company shall not abandon any right to file a trademark application, any pending trademark application or any trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. At any time that an Event of Default exists, Lender shall have the right, but not an obligation, to bring suit in its own name to enforce the Trademarks and any license, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense. Company shall promptly, **on demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section.

14. If Company fails to comply with any obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense. Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks, any license or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise or delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any other Loan

Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement, any other Loan Document or Applicable Law shall be cumulative, and may be exercised singularly or concurrently.

17. This Agreement embodies the entire understanding of the parties with respect to its subject matter and supersedes all prior understandings regarding the same subject matter. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

18. This Agreement shall be binding upon and inure to the benefit of Company, Lender, and their respective successors and assigns, except that Company shall have no right to assign any rights or obligations under this Agreement without the written consent of Lender.

19. Company hereby waives notice of Lender's acceptance hereof.

20. This Agreement shall be governed by and construed under the laws of the State of Georgia, without giving effect to any conflict of law principles.

21. **To the fullest extent permitted by Applicable Law, Company waives any right to a trial by jury (which Lender also waives by accepting this Agreement) in any proceeding, claim or counterclaim of any kind relating in any way to this Agreement or any Trademark Collateral.**

[Remainder of page intentionally left blank-signatures appear on following page]

IN WITNESS WHEREOF, this Trademark Security Agreement is executed as of the date set forth above.

ATTEST:

DAWS MANUFACTURING COMPANY, INC.
("Company")

[Signature]
_____, Secretary

By [Signature]
H. Clint Daws, President

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

BANK OF AMERICA, N.A.
("Lender")

By [Signature]
Title: Vice President

STATE OF Alabama §
 §
COUNTY OF Baldwin §

BEFORE ME, the undersigned authority, on this day personally appeared H. Clint Daws, President of Daws Manufacturing Company, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of December, 2005.

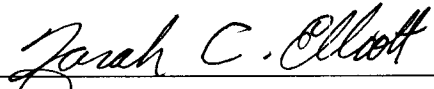
[Signature]
Notary Public
My Commission Expires: 11-22-06

[SEAL]

STATE OF Georgia §
 §
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared Wes Manus of Bank of America, N.A., a national banking association, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of December, 2005.



Notary Public
My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires June 7, 2009

[SEAL]

EXHIBIT A
DAWS MANUFACTURING COMPANY, INC.

List of Registered Trademarks
 Jurisdiction: United States of America

TRADEMARKS:

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1)	BETTER BUILT	2263914	07/27/99
2)	('Better Built Diamond Design) 	2160881	05/26/98
3)	('Better Built Classic Design) 	2189743	9/15/98
4)	('BBC Diamond Design) 	2164543	06/09/98
5)	BETTER BUILT THE NAME SAYS IT ALL!	2192599	09/29/98
6)	BETTER BUILT THE NAME SAYS IT ALL! IF IT'S NOT BETTER BUILT IT'S NOT	2186416	09/01/98
7)	PREMIER PRODUCTS	2731851	07/01/03
8)	QUANTUM	2444722	04/17/01
9)	('Caution Sign -Road Quest) 	1563253	10/31/89
10)	ROAD QUEST	1444048	06/23/87

TRADEMARK FILINGS:

	<u>Serial No.</u>	<u>Applic Date</u>	
1)	SITE SAFE	76609288	08/30/04