

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joseph A. Hardy & Associates		04/09/2008	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1412848	84
Registration Number:	1701412	84
Registration Number:	1701803	84
Registration Number:	1704972	84
Registration Number:	1705441	84 LUMBER
Registration Number:	1705442	84
Registration Number:	1705669	84
Registration Number:	1705670	84 LUMBER
Registration Number:	1705671	84
Registration Number:	1705672	ONE ON ONE
Registration Number:	1706250	84 LUMBER
Registration Number:	1710057	84 LUMBER
Registration Number:	1732977	84 LUMBER
Registration Number:	2318818	MAGGIE'S

CH \$440.00 1412848

Registration Number:	2314172	MAGGIE'S
Registration Number:	3064876	84 LUMBER BUILDING HOPE
Registration Number:	3061894	84 LUMBER BUILDING HOPE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: Watt Wanapha, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0904
NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951.0904)
Signature:	/kc for ww/
Date:	04/21/2008

Total Attachments: 3
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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Joseph A. Hardy & Associates, a Pennsylvania limited partnership (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 18, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The terms and conditions of this Assignment are subject to the terms and conditions of the Intercreditor Agreement (as defined in the Security Agreement). In the event of any conflict between the terms and conditions of this Assignment and the terms, conditions and provisions of the Intercreditor Agreement, the terms, conditions and provisions of the Intercreditor Agreement shall control. The rights and remedies of the Grantee under this Assignment will be subject to the terms, conditions and provisions of the Intercreditor Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 9, 2008.

JOSEPH A. HARDY & ASSOCIATES

By: MARGARET H. MAGERKO REVOCABLE TRUST

By: M.H. Magerko
Name: Margaret H. Magerko
Title: Trustee

STATE OF Pennsylvania
ss.:
COUNTY OF Allegheny

On this 9 day of April —, 2008, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the trustee of Margaret H. Magerko Revocable Trust, a Pennsylvania trust, and that s/he executed the foregoing instrument in the firm name of Margaret H. Magerko Revocable Trust, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Julie D. Meyers
[NOTARY SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Julie D. Meyers, Notary Public
Shaler Twp., Allegheny County
My Commission Expires Jan. 5, 2011
Member, Pennsylvania Association of Notaries

Grant of Security Interest - Trademark

TRADEMARK
REEL: 003764 FRAME: 0272

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Registration Number
84 LOGO	1,412,848
84	1,701,412
84	1,701,803
84	1,704,972
84 LUMBER	1,705,441
84	1,705,442
84	1,705,669
84 LUMBER	1,705,670
84 AND DESIGN	1,705,671
ONE ON ONE	1,705,672
84 LUMBER	1,706,250
84 LUMBER	1,710,057
84 LUMBER	1,732,977
MAGGIE'S	2,318,818
MAGGIE'S	2,314,172
84 LUMBER BUILDING HOPE	3,064,876
84 LUMBER BUILDING HOPE	3,061,894