

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
TRUSSWAY, INC. WEST	FORMERLY Valley Truss Fabricators, Inc.	05/31/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	HERITAGE BANK, SSB		
Street Address:	13455 Noel Road		
Internal Address:	Suite 2220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	State Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2268698	VTF	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(713) 547-2671		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	HAYNES AND BOONE, LLP		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Marty Miles		
Signature:	/Melissa LaBauve/		
Date:	02/22/2010		

CH \$40.00 2268698

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trussway, Inc. West)

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") is made and effective is executed as of May 31, 2005 by TRUSSWAY, INC. WEST (as a successor to Valley Truss Fabricators, Inc.), an Arizona corporation (the "*Grantor*"), in favor of HERITAGE BANK, SSB (in its capacity as Agent for Lenders (hereafter defined)), as "*Agent*". Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of July 8, 1999, by and among Trussway Industries, Inc., as borrower (the "*Borrower*"), Grantor, Trussway Holdings, Inc., Trussway Partners, Inc., T-Way LP, Inc., Trussway, Ltd., Trussway, Inc. Central, and Trussway, LLC East (collectively with Grantor, the "*Guarantors*"), Heller Financial, Inc., as agent (predecessor-in-interest to Agent and herein referred to as "*Prior Agent*") and Lenders (including all exhibits, annexes and schedules thereto, as amended, restated, supplemented, or otherwise modified through the date hereof, the "*Prepetition Credit Agreement*");

WHEREAS, in connection with the Prepetition Credit Agreement, the Borrower, the Guarantors and Prior Agent entered into that certain Pledge and Security Agreement dated as of July 8, 1999, as amended and restated by that certain Amended and Restated Pledge and Security Agreement dated as of August 22, 2002 (the "*Existing Security Agreement*"), pursuant to which the Borrower and the Guarantors secured payment and performance in full when due of all obligations described therein;

WHEREAS, the Borrower, the Guarantors, Agent and Lenders are entering into that certain Amended and Restated Credit and Guaranty Agreement dated as of the date hereof (as so amended, restated, supplemented or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of the Borrower under the Credit Agreement and is named as a Guarantor in, and is a party to, the Credit Agreement;

WHEREAS, Grantor has agreed to secure its guaranteed obligations by the pledge of its assets hereunder;

WHEREAS, it is in the best interests of Grantor to guarantee the obligations of the Borrower under the Credit Agreement and to secure such guaranty by executing this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the Loans made for the account of the Borrower by Lenders pursuant to the Credit Agreement;

H-552358.1

WHEREAS, as a condition to the effectiveness of the Credit Agreement, Grantor intends to enter into this IP Security Agreement to ratify, renew, modify and extend the previous grant of security interests and liens upon all of its IP Collateral (as hereinafter defined) to secure the payment and performance when due of the Obligations;

WHEREAS, this IP Security Agreement is integral to the transactions contemplated by the Credit Agreement, and the execution and delivery thereof is a condition precedent to Lenders' obligations to extend credit under the Credit Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Loans and Letter of Credit Accommodations and the performance of all and each of Grantor's obligations under the Credit Agreement, Grantor hereby grants to Agent, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed pursuant to any license agreements that prohibit the granting of a Lien in such rights (the "*IP Collateral*");

(a) The United States and foreign patents and patent applications set forth on *Schedule A* attached hereto (collectively, the "*Patents*");

(b) The United States, state and foreign trademark and service mark registrations, trademark and service mark applications set forth on *Schedule B* attached hereto and all goodwill associated with the foregoing (collectively, the "*Trademarks*");

(c) The domain names and registrations set forth on *Schedule C* attached hereto and all goodwill associated with the foregoing (collectively, the "*Domain Names*");

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in *clauses (a)* through *(e)* of this *Paragraph 1*; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent in the IP Collateral.

3. Assignment. Upon the request of Agent after the occurrence and during the continuance of an Event of Default under the Credit Agreement, Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Agent.

4. Power of Attorney. Grantor hereby irrevocably grants to Agent, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument that Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and without first obtaining Grantor's approval thereof or signature thereto) *Schedule A*, *Schedule B* and/or *Schedule C* hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor, other than intent-to-use applications) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems in its reasonable discretion to be in the best interest of Agent and Lenders, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv)

assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable and remains in full force and effect until the termination of the obligations of Lenders to extend credit under the Loan Documents, and the payment and performance of the Obligations in full.

5. Release. On the Termination Date, if there are Letter of Credit Accommodations outstanding and (A) no Default or Event of Default has occurred and is then existing, (B) such Letter of Credit Accommodations are properly cash collateralized in accordance with *Section 2.1(e)(xiii)* of the Credit Agreement, and (C) Grantor executes such documentation with respect to such cash collateral as may be required by Agent, then upon written request made by Grantor, Agent shall release the liens created by this Security Agreement.

6. IP Security Agreement. This IP Security Agreement renews, extends, modifies, carries forward and supplements the Existing Security Agreement with respect to the IP Collateral described herein. All liens and security interests in, and the pledges and assignments of, the IP Collateral granted by the Existing Security Agreement (collectively, the "*Existing Liens*") are hereby ratified, confirmed, renewed, extended, rearranged and carried forward by Grantor as security for the Obligations secured by this IP Security Agreement. The liens and security interests in, and the pledges and assignments of, the IP Collateral granted by this IP Security Agreement are cumulative with and in addition to, and not in novation or substitution for, the Existing Liens; *provided that*, if any provision of the Existing Security Agreement conflicts with any provision of this IP Security Agreement, the provisions of this IP Security Agreement shall control to the extent legally allowable.

7. Newly Registered Patents and Trademarks. Grantor hereby agrees to provide Agent, every month concurrent with the delivery of such Grantor's financial statements under *Section 4.1(a)* of the Credit Agreement, a schedule of newly registered Patents and Trademarks (if any).

8. Miscellaneous.

(a) The rights and remedies of Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents and the documents related thereto, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement, the other Loan Documents (except for the Existing Security Agreement), or the documents related thereto, the provisions of the Credit Agreement, the other Loan Documents (except for the Existing Security Agreement), or the documents related thereto shall govern.

(b) This IP Security Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this IP Security Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9. Amendments. This IP Security Agreement may be amended only by an instrument in writing executed jointly by Grantor and Agent, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

10. Notices. All notices and other communications under this IP Security Agreement shall be given in accordance with *Section 13.3* of the Credit Agreement.

11. Parties Bound; Assignment. This IP Security Agreement shall be binding on Grantor and Grantor's heirs, legal representatives, successors, and assigns and shall inure to the benefit of Agent and Agent's successors and assigns.

(a) Agent is the agent for each Lender under the Credit Agreement, the Security Interest and all rights granted to Agent hereunder or in connection herewith are for the ratable benefit of each Lender, and Agent may, without the joinder of any Lender, exercise any and all rights in favor of Agent or Lenders hereunder, including, without limitation, conducting any foreclosure sales hereunder, and executing full or partial releases hereof, amendments or modifications hereto, or consents or waivers hereunder. The rights of each Lender *vis-a-vis* Agent and each other Lender may be subject to one or more separate agreements between or among such parties, but Grantor need not inquire about any such agreement or be subject to any terms thereof *unless* Grantor specifically joins therein; and consequently, neither Grantor nor Grantor's heirs, personal representatives, successors, and assigns shall be entitled to any benefits or provisions of any such separate agreements or be entitled to rely upon or raise as a defense, in any manner whatsoever, the failure or refusal of any party thereto to comply with the provisions thereof.

(b) Grantor may not, without the prior written consent of Agent, assign any rights, duties, or obligations hereunder.

12. GOVERNING LAW AND VENUE. THIS AGREEMENT IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED IN HARRIS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AN INTERPRETATION OF THIS AGREEMENT, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS AGREEMENT. ALL LEGAL ACTIONS RELATED TO THIS AGREEMENT SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN HARRIS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

*Remainder of Page Intentionally Blank.
Signature Pages Immediately Follow.*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

TRUSSWAY, INC. WEST (as a successor to Valley Truss Fabricators, Inc.), an Arizona corporation

By: David Tighe
David Tighe
Chief Financial Officer, Treasurer and
Assistant Secretary

AGENT:

HERITAGE BANK, SSB, AS AGENT

By: _____
Davis Deadman, CFA
Chief Executive Officer

THIS IS A SIGNATURE PAGE TO THE
IP SECURITY AGREEMENT

TRADEMARK
REEL: 004153 FRAME: 0154

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.


GRANTOR:

TRUSSWAY, INC. WEST (as a successor to Valley Truss Fabricators, Inc.), an Arizona corporation

By: _____
David Tighe
Chief Financial Officer, Treasurer and
Assistant Secretary

AGENT:

HERITAGE BANK, SSB, AS AGENT

By:  _____
Davis Deadman, CFA
Chief Executive Officer

THIS IS A SIGNATURE PAGE TO THE
IP SECURITY AGREEMENT

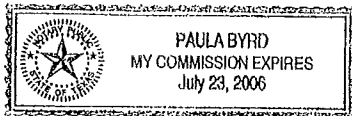
ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Harris §

Before me, the undersigned, a Notary Public, on this 31st day of May, 2005, personally appeared David Tighe to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer, Treasurer and Assistant Secretary of Trussway, Inc. West (as a successor to Valley Truss Fabricators, Inc.), as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, and the said Chief Financial Officer, Treasurer and Assistant Secretary acknowledged said instrument to be his free act and deed.

Paula Byrd
Notary Public
My Commission Expires: _____



THIS IS A SIGNATURE PAGE TO THE
IP SECURITY AGREEMENT

TRADEMARK
REEL: 004153 FRAME: 0156

SCHEDULE A
PATENT COLLATERAL
(TRUSSWAY, INC. WEST)

Registered Patents

None

Pending Patent Applications

None

SCHEDULE B

TRADEMARK COLLATERAL

(TRUSSWAY, INC. WEST)

Registered Trademarks

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / App. No.</u>	<u>Issued / Date of App.</u>
Arizona	Valley Truss Fabricators, Inc. The top is a truss; the bottom shows a V for Valley, a T for Truss and an F for Fabricators.	Reg. No. 038108	08/05/95
United States Patent and Trademark Office	The mark consists of the letters "VTF" under a stylized representation of a roof	Reg. No. 2,268698	08/10/99

Trademarks Used But Not Registered

Trussway, Inc. West
FMS Incorporated
Valley Truss Fabricators, Inc.

Unregistered Trademarks No Longer Used

None

Pending Trademark Applications

None

Trademark Licenses

None

SCHEDULE C
DOMAIN NAMES
(TRUSSWAY, INC. WEST)

None

Schedule C – Page 1
Grantor's Domain Name Collateral

Phoenix/321732.1

RECORDED: 02/22/2010

TRADEMARK
REEL: 004153 FRAME: 0159