

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
David Sutherland, Incorporated		06/25/2010	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, N.A.
<b>Street Address:</b>	1445 Ross Avenue
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	National Association: TEXAS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85024221	DAVID SUTHERLAND
Registration Number:	3574239	
Registration Number:	3513620	ECOPLEX
Registration Number:	3380600	SUTHERLAND
Registration Number:	3460357	PERENNIALS

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8523  
 Email: HWRITM@hunton.com  
 Correspondent Name: Edward T. White - Hunton & Williams LLP  
 Address Line 1: 951 East Byrd Street  
 Address Line 2: Riverfront Plaza - East Tower  
 Address Line 4: Richmond, VIRGINIA 23219-4074

**900167036**

**TRADEMARK  
 REEL: 004242 FRAME: 0846**

**CH \$140.00 85024221**

ATTORNEY DOCKET NUMBER:	42575.100081
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	07/15/2010
Total Attachments: 4 source=David Sutherland Trademarks#page1.tif source=David Sutherland Trademarks#page2.tif source=David Sutherland Trademarks#page3.tif source=David Sutherland Trademarks#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, David Sutherland, Incorporated ("Grantor") owns the trademarks listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Wells Fargo Bank, National Association ("Secured Party") are parties to that certain Credit Agreement dated as of June 25, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 25, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations under the Loan Documents (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hercafter created or acquired:

- (1) each trademark, including, without limitation, the trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, including, without limitation, the trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademarks referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

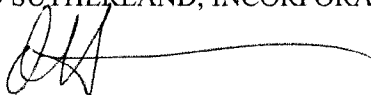
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25 day of June, 2010.

Acknowledged:

**GRANTOR:**

DAVID SUTHERLAND, INCORPORATED

By: \_\_\_\_\_

  
David Sutherland  
President

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Julia Harman  
Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25 day of June, 2010.

Acknowledged:

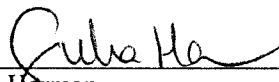
**GRANTOR:**

DAVID SUTHERLAND, INCORPORATED


By: \_\_\_\_\_  
David Sutherland  
President

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Julia Harman  
Vice President

Schedule 1  
to Trademark  
Security Agreement

Mark	Owner	Serial or Reg. No.
DAVID SUTHERLAND	David Sutherland, Inc.	85/024,221
	David Sutherland, Inc.	3,574,239
ECOPLEX	David Sutherland, Inc.	3,513,620
SUTHERLAND	David Sutherland, Inc.	3,380,600
PERENNIALS	David Sutherland, Inc.	3,460,357