

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
ShelterLogic Corp.		08/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	191 Orange Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06051		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1732452	COVER-IT	
Registration Number:	3250555	SHELTERLOGIC	
Registration Number:	3250556	SHELTERLOGIC	
Registration Number:	3088912	CARPORT-IN-A-BOX	
Registration Number:	3122719	GARAGE-IN-A-BOX	
Registration Number:	3110711	INSTANT GARAGE	
Registration Number:	3118492	ROUNDTOP	
Registration Number:	3238833	CANOPY-IN-A-BOX	
Registration Number:	3195621	EASY HOOK	
Registration Number:	3203045	SHED IN A BOX	
Registration Number:	2925005	CANOPY FACTORY	
Registration Number:	2918894	EQUINEDIRECT	
Registration Number:	1839441	GROW IT	
Registration Number:	3014885	NAOP	

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Registration Number:	3413678	AUTOSHELTER
Registration Number:	3562657	CLEARVIEW
Registration Number:	3508257	KENNELLOGIC
Registration Number:	3686615	SHELTERLOCK
Registration Number:	3737511	QUICK CLAMP CANOPY
Registration Number:	3737510	SHADELOGIC
Registration Number:	3734632	RT BRAND ROUNDTOP BRAND
Registration Number:	3887273	KENNEL IN A BOX
Registration Number:	3878611	LANDOWNER

CORRESPONDENCE DATA

Fax Number: (860)275-8299

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

09/28/2011

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 2011, by and between **SHELTERLOGIC CORP.**, a Delaware corporation ("Debtor"), and **TD BANK, N.A.**, a national banking association ("Lender").

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in LSA. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the LSA.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC, except that so long as no Default or Event of Default exists, it shall refer only to such claims in an amount in excess of \$100,000 that have been asserted in judicial proceedings.

"LSA" means that certain Loan and Security Agreement, dated as of August 26, 2011, by and between Debtor and Lender, as amended, modified, restated, amended and restated or otherwise supplemented from time to time.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the LSA shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to Lender, for the benefit of the Secured Parties, a security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to LSA.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the LSA or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the LSA or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall immediately notify Lender in a writing signed by Debtor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Lender unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the LSA, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the LSA. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the LSA, the terms and provisions of the LSA shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of Lender's obligations to extend further Loans and issue Letters of Credit, the security interests created by this Agreement shall terminate and Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to

Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.


SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the LSA.

THE NEXT PAGE IS THE SIGNATURE PAGE

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

SHELTERLOGIC CORP.

By: 
Name: Michael W. Rubel
Title: Vice President

TD BANK, N.A.


By: _____
Name: Stephen L. Festa
Title: Senior Vice President

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

SHELTERLOGIC CORP.

By: _____
Name: Michael W. Rubel
Title: Vice President

TD BANK, N.A.

By:  _____
Name: Stephen L. Festa
Title: Senior Vice President

SCHEDULE A
to
Trademark Security Agreement

Debtor: ShelterLogic Corp.

Trademarks of Debtor

TRADEMARK	REGISTRATION NO.	COUNTRY
COVER-IT	1,732,452	US
SHELTERLOGIC (word mark)	3,250,555	US
SHELTERLOGIC (stylized mark)	3,250,556	US
CARPORT-IN-A-BOX	3,088,912	US
GARAGE-IN-A-BOX	3,122,719	US
INSTANT GARAGE	3,110,711	US
ROUNDTOP	3,118,492	US
CANOPY-IN-A-BOX	3,238,833	US
EASY HOOK	3,195,621	US
SHED IN A BOX	3,203,045	US
CANOPY FACTORY	2,925,005	US
EQUINEDIRECT	2,918,894	US
GROW IT	1,839,441	US
NAOP	3,014,885	US
AUTOSHELTER	3,413,678	US
CLEARVIEW	3,562,657	US
KENNELLOGIC	3,508,257	US
SHELTERLOCK	3,686,615	US
QUICK CLAMP CANOPY	3,737,511	US
SHADELOGIC	3,737,510	US
RT BRAND and Design	3,734,632	US
KENNEL IN A BOX	3,887,273	US
LANDOWNER	3,878,611	US
COVER-IT	TMA 431665	Canada
CANOPY FACTORY	TMA 803915	Canada
EASY HOOK	TMA 798462	Canada
NAOP	TMA 678059	Canada
SHELTERLOCK	TMA 753630	Canada
CLEARVIEW	TMA 763631	Canada
KENNELLOGIC	TMA 771209	Canada
SHADE LOGIC	TMA 777936	Canada
QUICK CLAMP CANOPY	TMA 788260	Canada
GARAGE-IN-A-BOX	1048924	International Registration (AU, CN, EM, JP, KR, RU)

TRADEMARK	REGISTRATION NO.	COUNTRY
SHED IN A BOX	1048923	International Registration (AU, CN, EM, JP, KR, RU)
GARAGE-IN-A-BOX	1048924	Japan
SHED IN A BOX	1048923	Japan
GARAGE-IN-A-BOX	1186179	Mexico
SHED IN A BOX	1186180	Mexico

Pending Trademark Applications of Debtor:

TRADEMARK	APPLICATION NO.	COUNTRY
AUTOSHELTER	1,371,270	Canada
SHELTERLOGIC	1,538,068	Canada
RT BRAND and Design	1,371,266	Canada
KENNEL IN A BOX	1,460,244	Canada
LANDOWNER	1,460,239	Canada
GARAGE IN A BOX	1,489,021	Canada
SHED IN A BOX	1,479,455	Canada
SHELTERTECH	1,495,206	Canada
GARAGE-IN-A-BOX	828622	New Zealand
SHED IN A BOX	828623	New Zealand