

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
Marlite, Inc.		03/18/2010	CORPORATION: OHIO
Marlite Export Sales, Inc.		03/18/2010	CORPORATION: OHIO
Retail Systems & Solutions, Inc.		03/18/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	First National Bank of Pennsylvania
Street Address:	12 Federal Street
Internal Address:	One North Shore Center, Suite 503
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0580778	KORELOCK
Registration Number:	0904962	MARLITE
Registration Number:	0912194	MARLITE
Registration Number:	1565940	DISPLAWALL
Registration Number:	1616749	MARLITE
Registration Number:	2266441	SURFACE SYSTEMS
Registration Number:	2271630	SURFACE SYSTEMS
Registration Number:	2585157	MARLITE MODULES
Registration Number:	3086137	FIRETEST
Registration Number:	3061169	CONNECTIONS
Registration Number:	3380406	MYRIAD

CH \$290.00 0580778

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0076967-000002
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	03/24/2010

Total Attachments: 12
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of March 18, 2010, is entered into by and among each of the undersigned listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "Pledgor" and collectively the "Pledgors") and **FIRST NATIONAL BANK OF PENNSYLVANIA**, as agent for certain Lenders, in such capacity, (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Marlite, Inc., an Ohio corporation and the other borrowers now or hereafter party thereto (each individually, a "Borrower" and collectively, the "Borrowers"), the other Loan Parties (as defined therein) party thereto, the Lenders (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to each Pledgor, and each Pledgor has agreed, among other things, to grant a security interest to the Agent on behalf of the Lenders in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and the rules of construction set forth in Section 1.4 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent and the Lenders, or any of their Affiliates under the Credit Agreement, or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to, the Agent and the Lenders, or any of their Affiliates, now existing or hereafter incurred under the Credit Agreement, or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Loan Parties or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or

indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Credit Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Credit Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by the Agent; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent and the Lenders, or any of their Affiliates, arising out of any Lender-Provided Interest Rate Hedge provided by the Agent, any Lender or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, this Agreement, or any Other Document or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on the Credit Agreement or any Other Document or with respect to any default under any of the Debt.

(c) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by any Pledgor, including those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent for the benefit of the Lenders in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld.

5. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Advances have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice thereof in writing. Each Pledgor and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, trademark registrations, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by such Pledgor

6. Each Pledgor agrees not to assign or sell its interest in any of its Patents, Trademarks and Copyrights without the prior written consent of the Agent which shall not be unreasonably withheld.

7. The Agent and the Lenders shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the Other Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent and the Lenders may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent and the Lenders shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor 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 for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for its benefit. The Agent hereby accepts this power of attorney and all powers granted hereunder for its benefit.

9. At such time as the Pledgors shall have indefeasibly paid in full in cash all of the Debt, and the commitments to make Advances shall have terminated, and the Letters of Credit shall have terminated or expired, this Agreement shall terminate and the Agent shall execute and deliver to the Pledgors, at the Pledgors' expense, all deeds, assignments, terminations, releases

and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent and the Lenders pursuant hereto.

10. Unless the applicable Pledgor, abandons, with the prior written consent of the Agent, any of the Patents, Trademarks and Copyrights pursuant to the terms of the Credit Agreement, each Pledgor shall preserve and maintain all rights in the Patents, Trademarks and Copyrights, including the payment of all maintenance fees, renewal fees or taxes.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent and the Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Agent or the Lenders, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Except as set forth in Section 10, each Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in cash in full, the commitments to make Advances shall have terminated, and the Letters of Credit have been terminated or expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the written consent of the Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

13. Each Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent and the Lenders, if necessary, as a party to such suit so long as the Agent and the Lenders are satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent and the Lenders for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent and the Lenders as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Agent and the Lenders, nor any failure to exercise nor any delay in exercising, on the part of the Agent and the Lenders, any right, power or privilege hereunder or under the Credit Agreement or the Other Documents shall operate as a waiver of such right, power or privilege, 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.

15. All of the Agent's and the Lenders' rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement, the Other Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Allegheny County, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

21. 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 an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or other electronic transmission to the Agent of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

23. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 17.6 of the Credit Agreement.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the Other Documents, because the Agent's and the Lenders' remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's and the Lenders' rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's and the Lenders' remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

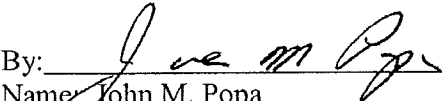
[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

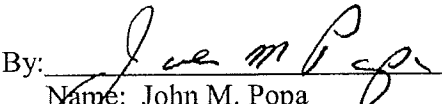
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

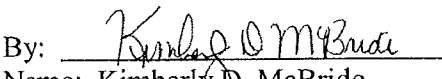
MARLITE, INC.

By: 
Name: John M. Popa
Title: President and CEO

MARLITE EXPORT SALES, INC.

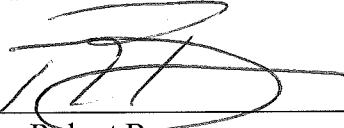
By: 
Name: John M. Popa
Title: President and CEO

RETAIL SYSTEMS & SOLUTIONS, INC.

By: 
Name: Kimberly D. McBride
Title: President

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

**FIRST NATIONAL BANK OF
PENNSYLVANIA**

By:  _____

Name: Robert Beer

Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Marlite, Inc. is the Pledgor of each of the following:

I. Patents and Patent Applications:

Title	Patent/Serial No.	Issue/Filing Date
Display Panel Assembly	5,138,803	August 18, 1992
Wall System Providing an Array of Individual Panels	5,417,020	May 23, 1995
Wall System Providing an Array of Individual Panels	5,644,884	July 8, 1997
Wall System Providing an Array of Individual Panels	5,694,727	December 9, 1997
Wall System Providing an Array of Individual Panels	5,881,522	March 16, 1999
Wall System Providing an Array of Individual Panels	5,918,437	July 6, 1999
Panel Attachment System	6,202,377	March 20, 2001
Panel Attachment System	6,427,408	August 6, 2002
Merchandising Panel Display System	6,491,172	December 10, 2002
Curved Wall Panel System	6,792,727	September 21, 2004
Merchandising Display Wall	D323,715	February 4, 1992
Panel Wall Having Support Trim Rails	D405,547	February 9, 1999
Support Trim Rail for Panel Wall System	D407,832	April 6, 1999
Support Trim Rail for Panel Wall System	D414,563	August 28, 1999
Support Trim Rail for Panel Wall System	D464,153	October 8, 2002
Support Trim Rail for Panel Wall System	D465,586	November 12, 2002
Support Trim Rail for Panel Wall System	D466,233	November 26, 2002
Support Trim Rail for Panel Wall System	D467,670	December 24, 2002
Support Trim Rail for Panel Wall System	D474,549	May 13, 2003

Display Panel	D477,423	July 15, 2003
Support Trim Rail for Panel Wall System	D479,008	August 26, 2003
Insert for a Display Panel	D482,552	November 25, 2003
Insert for a Display Panel	D486,676	February 17, 2004
Wall Panel Assembly	D533,284	December 5, 2006
Merchandising Support System	12/226,548	October 21, 2008
Wall Panel System	12/449,235	July 29, 2009

II. United States Trademarks and Trademark Applications:

Mark	Registration/Serial No.	Registration/Filing Date
KORELOCK	580,778	October 6, 1953
MARLITE	904,962	December 29, 1970
MARLITE	912,194	June 8, 1971
DISPLAWALL	1,565,940	November 14, 1989
MARLITE & DESIGN	1,616,749	October 9, 1990
SURFACE SYSTEMS	2,266,441	August 3, 1999
SURFACE SYSTEMS & DESIGN	2,271,630	August 24, 1999
MARLITE MODULES	2,585,157	June 25, 2002
FIRETEST	3,086,137	April 25, 2006
CONNECTIONS	3,061,169	February 21, 2006
MYRIAD	3,380,406	February 12, 2008

III. United States Copyrights and Copyright Applications:

Title	Registration No.	Registration Date
CREDIT MANAGEMENT MODULE	TX-4-701-455	January 5, 1998

IV. Licenses

None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

None