

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Nail Corp.		11/13/2013	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	The Privatebank and Trust Company
Street Address:	120 South LaSalle Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4081055	CAMO
Registration Number:	4084762	CHANGING THE FACE OF DECKING
Registration Number:	4298086	JUST CAP IT
Registration Number:	4081054	MARKSMAN
Registration Number:	4081053	MARKSMAN PRO
Registration Number:	4110387	NAILPAC
Registration Number:	4183380	PF
Registration Number:	4194029	PRO FIT
Registration Number:	4186859	PROJECTPAC
Registration Number:	4194031	SIMPLY THE BEST FIT
Registration Number:	4194036	STAPLEPAC
Registration Number:	2861615	CROSSFIRE
Registration Number:	1436202	PLASTI-TOP
Registration Number:	2987135	PRO-FIT

CH \$440.00 4081055

Registration Number:	4168410	
Registration Number:	4168411	STINGER
Registration Number:	3325441	STINGER

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.906.8618
 Email: ipmail@dykema.com
 Correspondent Name: Eric T. Fingerhut
 Address Line 1: 1300 I St., NW, Suite 300 West
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	104085-0277
NAME OF SUBMITTER:	Eric T. Fingerhut
Signature:	/eric t. fingerhut/
Date:	11/25/2013

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of this 13th day of November, 2013, by NATIONAL NAIL CORP., a Michigan corporation ("**Borrower**"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**").

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement), Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of Borrower, Borrower shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; 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.

13. Severability. The provisions of this Security 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 other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this

Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

NATIONAL NAIL CORP., a Michigan corporation

By: 
Name: John P. Krugman
Title: Chief Financial Officer and Vice President of Finance

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: Susan Hamilton Lanz
Title: Managing Director

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

NATIONAL NAIL CORP., a Michigan corporation

By: _____
Name: John P. Krugman
Title: Chief Financial Officer and Vice President of Finance

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY









By: Susan Hamilton Lanz
Name: Susan Hamilton Lanz
Title: Managing Director

SCHEDULE A
TRADEMARKS

See attached.


Country	Trademark Description	U.S. Registration No.	Filing Date	Registration Date
Australia	CAMO	1091161	Aug-6-2011	Aug-6-2011
Canada	CAMO	TMA860776	Sep-29-2010	Sep-20-2013
Europe (CTM)	CAMO	1091161	Aug-6-2011	Aug-8-2012
New Zealand	CAMO	962283	Jul-18-2012	Jul-18-2012
Taiwan	CAMO	1514665	Sep-5-2011	Apr-16-2012
United States	CAMO	4081055	Sep-29-2010	Jan-3-2012
WIPO	CAMO	1091161	Aug-6-2011	Aug-6-2011
Australia	CHANGING THE FACE OF DECKING	1452102	Aug-6-2011	Jul-26-2012
Canada	CHANGING THE FACE OF DECKING	TMA856391	Sep-29-2010	Jul-29-2013
Europe (CTM)	CHANGING THE FACE OF DECKING	1091152	Aug-6-2011	Aug-8-2012
New Zealand	CHANGING THE FACE OF DECKING	962284	Jul-18-2012	Jul-18-2012
Taiwan	CHANGING THE FACE OF DECKING	1600504	Sep-5-2011	Sep-16-2013
United States	CHANGING THE FACE OF DECKING	4084762	Sep-29-2010	Jan-10-2012
WIPO	CHANGING THE FACE OF DECKING	1091152	Aug-6-2011	Aug-6-2011
Australia	JUST CAP IT	1133023	Jul-24-2012	Jul-24-2012
New Zealand	JUST CAP IT	962287	Jul-18-2012	Jul-16-2012
Taiwan	JUST CAP IT	1571736	Aug-24-2012	Mar-16-2013
United States	JUST CAP IT	4298086	Jul-16-2012	Mar-5-2013
WIPO	JUST CAP IT	1133023	Jul-24-2012	Jul-24-2012

Australia	MARKSMAN	1091151	Aug-6-2011	Aug-6-2011
Europe (CTM)	MARKSMAN	1091151	Aug-6-2011	Aug-8-2012
New Zealand	MARKSMAN	962285	Jul-18-2012	Jul-18-2012
Taiwan	MARKSMAN	1513018	Sep-5-2011	Apr-16-2012
United States	MARKSMAN	4081054	Sep-29-2010	Jan-3-2012
WIPO	MARKSMAN	1091151	Aug-6-2011	Aug-6-2011
Australia	MARKSMAN PRO	1090649	Aug-6-2011	Aug-6-2011
Europe (CTM)	MARKSMAN PRO	1090649	Aug-6-2011	Jul-31-2012
Taiwan	MARKSMAN PRO	1513019	Sep-5-2011	Apr-16-2012
United States of America	MARKSMAN PRO	4081053	Sep-29-2010	Jan-3-2012
WIPO	MARKSMAN PRO	1090649	Aug-6-2011	Aug-6-2011
United States	NAILPAC	4110387	Sep-29-2010	Mar-6-2012
United States		4183380	Jan-3-2012	Jul-31-2012
United States	PROFIT	4194029	Jan-3-2012	Aug-21-2012
United States	PROJECTPAC	4186859	Jan-21-2012	Aug-7-2012
United States	SIMPLY THE BEST FIT	4194031	Jan-3-2012	Aug-21-2012
United States	STAPLEPAC	4194036	Jan-3-2012	Aug-21-2012
New Zealand	STINGER	962738	Jul-26-2012	Jul-26-2012
United States	CROSSFIRE	2861615	Mar-10-2003	Jul-6-2004
United States	PLASTI-TOP	1436202	Aug-21-1986	Apr-14-1987
United States	PRO-FIT	2987135	Nov-13-2001	Aug-23-2005

Australia		1365985	Apr-30-2010	Dec-1-2010
Canada		TMA856431	Apr-30-2010	Jul-29-2013
China		1039424	Apr-30-2010	Mar-6-2013
Europe (CTM)		1039424	Apr-30-2010	Apr-30-2010
New Zealand		962739	Jul-26-2012	Jul-26-2012
Taiwan		1571738	Aug-24-2012	Mar-16-2013
United States		4168410	Apr-21-2010	Jul-3-2012
WIPO		1039424	Apr-30-2010	Apr-30-2010
Australia	STINGER	1363620	Apr-28-2010	Dec-23-2010
Canada	STINGER	1476201	Apr-8-2010	Apr-16-2013
Europe (CTM)	STINGER	1038177	Apr-28-2010	Apr-28-2010
Europe (CTM)	STINGER	1036062	Apr-7-2010	Apr-7-2010
Taiwan	STINGER	1571737	Aug-24-2012	Mar-16-2013
United States	STINGER	4168411	Apr-21-2010	Jul-3-2012
United States	STINGER	3325441	Oct-5-2006	Oct-30-2007
WIPO	STINGER	1036062	Apr-7-2010	Apr-7-2010

WIPO	STINGER	1038177	Apr-28-2010	Apr-28-2010
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TRADEMARK APPLICATIONS

Country	Trademark Application Description	Application No.	Date Applied
China	CHANGING THE FACE OF DECKING	1091152	Aug-6-2011
Canada	JUST CAP IT	1586274	Jul-16-2012
China	JUST CAP IT	1133023	Jul-24-2012
China	MARKSMAN	1091151	Aug-6-2011
China	MARKSMAN PRO	1090649	Aug-6-2011
New Zealand	MARKSMAN PRO	962286	Jul-18-2012
China	NATIONAL NAIL CORP.	unassigned	Jul-26-2013
China	NATIONAL NAIL CORP.	unassigned	Jul-26-2013
China	NATIONAL NAIL CORP.	unassigned	Jul-26-2013
China	NATIONAL NAIL CORP.	unassigned	Jul-26-2013
Canada		1558354	Jan-3-2012
Canada	PROFIT	1558353	Jan-3-2012
Canada	PROJECTPAC	1560847	Jan-23-2012
Canada	SIMPLY THE BEST FIT	1558347	Jan-3-2012
Canada	STAPLEPAC	1558348	Jan-3-2012
Australia	STINGER	1036062	Apr-7-2010
China	STINGER	1038177	Apr-28-2010