

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ShelterLogic LLC	10/11/2006
ShelterLogic Holdings LLC	10/11/2006
ShelterLogic International LLC	10/11/2006
North American A L.L.C.	10/11/2006

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc., as Administrative Agent and Collateral Agent
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6684584
Patent Number:	D430306
Patent Number:	D415572
Patent Number:	D415571
Patent Number:	D414564
Patent Number:	D409310
Patent Number:	6871614
Application Number:	10282283
Application Number:	10793369
Application Number:	60572053
Application Number:	10978648

CORRESPONDENCE DATA

500164037

**PATENT
 REEL: 018385 FRAME: 0320**

CH \$440.00 6684584

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ATTORNEY DOCKET NUMBER:

240042/4

NAME OF SUBMITTER:

S. Ryan Black, Paralegal

Total Attachments: 5

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SECURITY AGREEMENT (PATENTS)

WHEREAS Shelterlogic LLC, Shelterlogic Holdings LLC, Shelterlogic International LLC and North American A L.L.C. (collectively, the "Pledgors"), each having an address at 150 Callender Road, Watertown, CT are the respective owners and users, as indicated on Schedule A, of the United States issued patents and/or patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Amended and Restated Credit and Security Agreement, dated as of October 11, 2006 (as amended from time to time, the "Credit Agreement") among the Pledgors, the lenders from time to time party thereto, and NewStar Financial, Inc., as administrative agent and collateral agent for the lenders (the "Agent"), pursuant to which the Pledgors have granted to the Agent a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent security interest in, all of the Pledgors' right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents, and all proceeds of any and all of the foregoing (collectively, the "Patent Collateral").

The pledge of, and grant of security interest in, the Patent Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with respect to the Patent Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

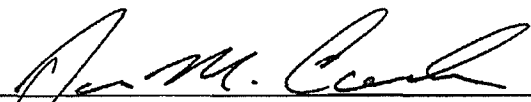
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

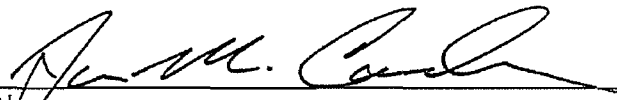
IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of October, 2006.

PLEDGORS:

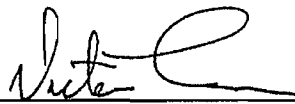
SHELTERLOGIC LLC

By: 
Name:
Title:

SHELTERLOGIC HOLDINGS LLC

By: 
Name:
Title:

SHELTERLOGIC INTERNATIONAL LLC

By: 
Name:
Title:

NORTH AMERICAN A L.L.C.

By: 
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By: _____
Name:
Title:

SIGNATURE PAGE TO SECURITY AGREEMENT (PATENTS)

PATENT
REEL: 018385 FRAME: 0324

IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of October, 2006.

PLEDGORS:

SHELTERLOGIC LLC

By: _____
Name:
Title:

SHELTERLOGIC HOLDINGS LLC

By: _____
Name:
Title:

SHELTERLOGIC INTERNATIONAL LLC


By: _____
Name:
Title:

NORTH AMERICAN A L.L.C.

By: _____
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By:  _____
Name: Mark Cordes
Title: Managing Director

SIGNATURE PAGE TO SECURITY AGREEMENT (PATENTS)

PATENT
REEL: 018385 FRAME: 0325

**SCHEDULE A
TO SECURITY AGREEMENT (PATENTS)**

ISSUED PATENTS

Title	Patent Number
Shelter Having A Tensioned Sidewall Assembly	6,684,584
Shelter Frame Assembly	D430,306
Shelter Construction	D415,572
Shelter Construction	D415,571
Shelter Frame Assembly	D414,564
Shelter Construction	D409,310
Freestanding Enclosure For Large Animals	6,871,614

PENDING PATENT APPLICATIONS

Title	Serial Number/ Filing Date
Shelter With Tensioned Sidewall Assembly/Canada	2,379,067 July 17, 2000
Shelter With Tensioned Sidewall Assembly/Europe	00948690.3 July 17, 2000
Shelter With Twist Tight Canopy And Method For Assembling Same	10/282,283 October 28, 2002
System And Method For Storing, Assembling And Transporting A Canopy	10/793,369 March 4, 2004
Collapsible Shelter Having a Canopy Supported by a Cable	60/572,053 May 18, 2004
Collapsible Shelter Having A Reinforced Truss and Telescoping Leg	10/978,648 November 1, 2004