

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Brand Services, LLC	02/07/2007

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	4782915
Patent Number:	4787183
Patent Number:	4841708
Patent Number:	4926593
Patent Number:	5141078
Patent Number:	5154256
Patent Number:	5930966
Patent Number:	5961240
Patent Number:	6789649
Patent Number:	6702509
Patent Number:	6913422
Patent Number:	6976557
Patent Number:	7137478
Application Number:	11476274

PATENT

500233680

REEL: 018961 FRAME: 0168

CH \$720.00 4782915

Application Number:	11189518
Application Number:	08903183
Application Number:	10025645
Application Number:	10028878

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Corporation Service Company

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Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 765543
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NAME OF SUBMITTER:	Matthew Mayer
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Total Attachments: 7

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Schedule 1

BRAND SERVICES, LLC

PATENTS AND DESIGN PATENTS

Registered Patent	Owner	Patent Number
<i>Method and Apparatus for Suspending Cladding from Scaffolding</i>	Brand Services, LLC	4,782,915
<i>Truss Arrangement</i>	Brand Services, LLC	4,787,183
<i>Bolted Aluminum Shoring Frame</i>	Brand Services, LLC	4,841,708
<i>Truss Arrangement</i>	Brand Services, LLC	4,926,593
<i>Scaffold Deck</i>	Brand Services, LLC	5,141,078
<i>Scaffold Guard Post and Lock</i>	Brand Services, LLC	5,154,256
<i>Screw Piercable Structural Support for a Planar Substrate</i>	Brand Services, LLC	5,930,966
<i>Scaffolding Connector</i>	Brand Services, LLC	5,961,240
<i>Anchor Clamp</i>	Brand Services, LLC	6,789,649
<i>Scaffold Clamp</i>	Brand Services, LLC	6,702,509
<i>Shoring Leg With Node Connectors</i>	Brand Services, LLC	6,913,422
<i>Toeboard System for Scaffolding</i>	Brand Services, LLC	6,976,557
<i>Ladder Safety Cage</i>	Brand Services, LLC	7,137,478

PATENT APPLICATIONS

Patent Application	Owner	Application Number
<i>Sheet Securing Scaffold Clamp</i>	Brand Services, LLC	11/476,274
<i>Clamp Device for Securement of Scaffolding to Large-Girth Structures</i>	Brand Services, LLC	11/189,518
<i>Integrated Frame and Post Support System</i>	Brand Services, LLC	08/903,183
<i>Ladder Anti-climbing Device</i>	Brand Services, LLC	10/025,645
<i>Scaffold Safety Net</i>	Brand Services, LLC	10/028,878

SECOND LIEN PATENT SECURITY AGREEMENT

(Patents and Patent Applications)

WHEREAS, Brand Services, LLC, a Delaware limited liability company (herein referred to as the "**Grantor**") owns the Patent Collateral (as defined below);

WHEREAS, the Grantor has entered into a Second Lien Term Loan Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Loan Agreement**"), among FR Brand Holdings Corp., a Delaware corporation ("**Holdings**"), FR Brand Acquisition Corp., a Delaware corporation (the "**Company**"), Aluma Systems Inc., a corporation organized and existing under the laws of Alberta (the "**Canadian Borrower**"), the Grantor, the lenders party thereto from time to time (the "**Lenders**"), Morgan Stanley Senior Funding, Inc. ("**Morgan Stanley**"), as Administrative Agent, Morgan Stanley & Co. Incorporated ("**MS**") as the Collateral Agent, Credit Suisse Securities (USA) LLC ("**Credit Suisse**"), as Syndication Agent, Morgan Stanley and Credit Suisse, as Joint Lead Arrangers and Joint Book Managers, and Natexis Banques Populaires and General Electric Capital Corporation, as Co-Documentation Agents.

WHEREAS, pursuant to (i) a certain Second Lien Guarantee and Collateral Agreement dated February 7, 2007 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and MS as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has guaranteed certain of its obligations (the "**Guaranteed Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Guaranteed Obligations, a continuing security interest in all of the 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 "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Loan Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of February, 2007.

BRAND SERVICES, LLC

By: 

Name: _____

Title: _____

Acknowledged:

MORGAN STANLEY & CO. INCORPORATED.,
as Collateral Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of February, 2002.

BRAND SERVICES, LLC

By: _____
Name:
Title:

Acknowledged:

MORGAN STANLEY & CO. INCORPORATED.,
as Collateral Agent

By:
Name: Henry F. D'Alessandro
Title: Managing Director

STATE OF New York)
COUNTY OF New York) ss.:

I, Allen Gleckner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Anthony Rabb, of Brand Services, LLC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 7 day of February, 2007.

[Seal]

Allen Gleckner
Signature of notary public
My Commission expires 10/3/09

ALLEN GLECKNER
NOTARY PUBLIC, State of New York
No. 01658136370
Qualified in New York County
Certified in New York County
Commission Expires October 3, 2009

**Schedule 1
to Patent
Security Agreement**

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