

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Anthony Crane	11/30/2010
RECEIVING PARTY DATA	
Name:	TD Bank, N.A.
Street Address:	2909 Mills Park Drive
City:	Rock Hill
State/Country:	SOUTH CAROLINA
Postal Code:	29732
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D618365
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	John Perkins
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ATTORNEY DOCKET NUMBER:	019381-00093
NAME OF SUBMITTER:	John Perkins
Total Attachments: 6 source=Craco TD Bank IP Assignment#page1.tif source=Craco TD Bank IP Assignment#page2.tif source=Craco TD Bank IP Assignment#page3.tif source=Craco TD Bank IP Assignment#page4.tif	

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**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
FOR INTELLECTUAL PROPERTY**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY (the "Agreement") is executed this 30th day of November, 2010, to be effective as of the 31st day of October, 2010 by and between **James Anthony Crane**, an individual residing at 16205 Riverpointe Drive, Charlotte, NC 28278 (the "Assignor") and **TD Bank, N.A.** (successor by merger to Carolina First Bank) (the "Assignee") (Assignor and Assignee are collectively referred to as, the "Parties").

WHEREAS, as a condition of the Loans as defined and more particularly described in that certain Loan Agreement dated December 9, 2008, as amended of even date herewith by and among TD Bank, N.A., Craco Manufacturing, Inc., Craco Metal Supply, Inc., PenSteel and Gypsum Supply, Inc., (the "Borrowers"), Randall G. Adams, James Anthony Crane, and JT Properties, LLC, PAC Property Development, LLC, (the "Guarantors") (as such may be amended, modified or restated from time to time, the "Loan Agreement"), Assignor has agreed to grant, assign and convey to Assignee a collateral assignment of, and continuing security interest in, certain intellectual property held by Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As collateral security for the complete and timely satisfaction of the Note (as defined in the Loan Agreement) and all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Assignee a collateral assignment of, and continuing security interest in, the entire right, title and interest of the Assignor in and to all intellectual property, including, without limitation, any patent, trademark and associated goodwill, copyright, or trade secret, along with any licensing agreements therefore, and further including, without limitation, all renewals thereof, all proceeds of infringement suits relating thereto, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world; said collateral includes, without limitation, the intellectual property listed in Schedule A attached hereto (as the same may be amended pursuant to this Agreement from time to time) (all of the foregoing are collectively called the "Intellectual Property").

2. Assignor covenants and warrants that:

- (a) The Intellectual Property has not been abandoned and has not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, all of the Intellectual Property is valid and enforceable;
- (c) Except as otherwise disclosed in the schedules to the Loan Agreement, Assignor has not received any written notice of any claim that the use of

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any of the Intellectual Property does or may violate the rights of any third person;

- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property, free and clear of any liens, charges and encumbrances, other than the Permitted Liens (as defined in the Loan Agreement);
- (e) Assignor has the right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Intellectual Property so as to avoid loss of rights; and
- (g) Assignor has used, and will continue to use for the duration of this Assignment, commercially reasonable standards of quality in its manufacture of products sold in association with the Intellectual Property.

3. Assignor hereby grants to Assignee and its employees and agents the right to enter Assignor's plants and facilities which manufacture, inspect or store products sold in association with any of the Intellectual Property, and to inspect the products and quality control records relating thereto following reasonable notice and at reasonable times during regular business hours. Assignor shall perform any and all acts required by Assignee to ensure Assignor's reasonable compliance with Paragraph 2(g).

4. Assignor agrees that, until the Obligations shall have been satisfied in full, it will not enter into any agreement to sell, assign, transfer or otherwise dispose of any of the Intellectual Property or which otherwise is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent, except the Assignor shall have the right to enter into license agreements and other agreements that create Permitted Liens relating to the Intellectual Property.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Intellectual Property, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof.

6. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future Intellectual Property, as well as applications and registrations thereto, covered by Paragraphs 1 and 5 hereof to which Assignor shall promptly provide his written consent.

7. If any Event of Default shall have occurred and be continuing beyond any applicable cure period in the Loan Documents, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code in the applicable jurisdiction and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or

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private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of Intellectual Property all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of the time and place of any sale or other disposition of the Intellectual Property shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor all releases, assignments and other instruments as may be necessary or proper to revert to the Assignor full title to the Intellectual Property.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee 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 fees in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving its rights to the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to its rights in the Intellectual Property, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the obligations and shall bear interest at the rate prescribed in the Note.

10. Assignor shall, through counsel reasonably acceptable to Assignee and to the extent reasonably desirable in the normal course of business, prosecute diligently any applications associated with the Intellectual Property pending as of the date of this Agreement or hereafter until the Obligations shall have been paid in full, to file and reasonably prosecute applications or registrations which are necessary or reasonably desirable to preserve and maintain all rights in the Intellectual Property, to avoid the abandonment of any of the Intellectual Property and to preserve the rights of the Assignee to the Intellectual Property. Any expenses incurred in connection with the maintenance or enforcement of the Intellectual Property shall be borne by Assignor. The Assignor shall not abandon any Intellectual Property without the consent of the Assignee, which consent shall not be unreasonably withheld.

11. Assignor shall, with the prior written consent of Assignee, which shall not be unreasonably withheld, bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property; provided, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses,

including attorney's fees, incurred by Assignee in the fulfillment of the provisions of this Paragraph 11.

12. In the event of the occurrence of an Event of Default under the Loan Agreement or any other Loan Documents, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for Assignee to use the Intellectual Property, or to prosecute any applications or to maintain any registrations relating to the Intellectual Property, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Assignee may take all reasonable and necessary steps in Assignor's name to achieve compliance, at Assignor's expense, and Assignor shall reimburse Assignee in full for all expenses, including reasonable attorney's fees, incurred by Assignee in protecting and maintaining Assignee's rights to the Intellectual Property.

14. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement 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.

15. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, 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 other 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 6.

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.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of South Carolina.


20. Assignor covenants and agrees that upon the request of Assignee, he shall cooperate and provide such documents, instruments, and consents as Assignee may require to

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effect the perfection of Assignee's interest hereunder, including, without limitation, the recordation of Assignee's interest in any public office, including, without limitation, the U.S. Patent & Trademark Office, that Assignee and its counsel deem appropriate. Costs and expenses associated with such registration shall be borne by Assignor.

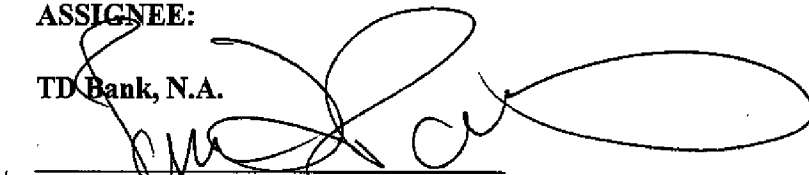
21. All capitalized terms used herein that are not otherwise defined herein shall have the meanings specified for such terms in the Loan Agreement.

ASSIGNOR:


James Anthony Crane, individually

ASSIGNEE:

TD Bank, N.A.


Tori L. Potts, AVP

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Schedule A
Intellectual Property

U.S. Patent Number D618,365, entitled "Reinforced Steel Stud," issued June 22, 2010.

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