

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 Corp.	08/26/2011
RECEIVING PARTY DATA	
Name:	TD Bank, N.A.
Street Address:	191 Orange Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06051
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11710757
Application Number:	13336426
Application Number:	12221022
Application Number:	10793369
Application Number:	11070422
Application Number:	10282283
Application Number:	10245010
CORRESPONDENCE DATA	
Fax Number:	8602758299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-275-8285
Email:	jscheib@rc.com
Correspondent Name:	Jacqueline P. Scheib
Address Line 1:	280 Trumbull Street
Address Line 2:	Robinson & Cole LLP
Address Line 4:	Hartford, CONNECTICUT 06103

OP \$280.00 11710757

NAME OF SUBMITTER:

Jacqueline P. Scheib

Total Attachments: 9

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 2011, by and between **SHELTERLOGIC CORP.**, a Delaware corporation ("Debtor"), and **TD BANK, N.A.**, a national banking association ("Lender").

Debtor and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in LSA. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the LSA.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC, except that so long as no Default or Event of Default exists, it shall refer only to such claims in an amount in excess of \$100,000 that have been asserted in judicial proceedings.

"LSA" means that certain Loan and Security Agreement, dated as of August 26, 2011, by and between Debtor and Lender, as amended, modified, restated, amended and restated or otherwise supplemented from time to time.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the LSA shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to Lender, for the benefit of the Secured Parties, a security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to LSA.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the LSA or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the LSA or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the sole cost and expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Debtor shall immediately notify Lender in a writing signed by Debtor of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the LSA, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the LSA. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the LSA, the terms and provisions of the LSA shall control.

SECTION 10. Counterparts.

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 to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of Lender's obligations to extend further Loans and issue Letters of Credit, the security interests created by this Agreement shall terminate and Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity,

illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.


SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the LSA.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SHELTERLOGIC CORP.

By: 
Name: Michael W. Rubel
Title: Vice President

TD BANK, N.A.

By: _____
Name: Stephen L. Festa
Title: Senior Vice President

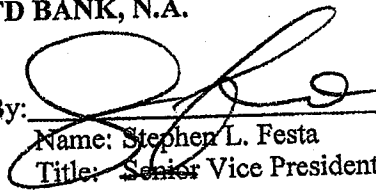
Signature Page to Patent Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SHELTERLOGIC CORP.

By: _____
Name: Michael W. Rubel
Title: Vice President

TD BANK, N.A.

By:  _____
Name: Stephen L. Festa
Title: Senior Vice President

Signature Page to Patent Security Agreement

SCHEDULE A
to
Patent Security Agreement

Debtor: ShelterLogic Corp.

Issued Patents of Debtor

PATENT TITLE	REGISTRATION NO.	COUNTRY
Shelter Frame Assembly	D430,306	US
Shelter Construction	D415,572	US
Shelter Construction	D415,571	US
Shelter Construction	D414,564	US
Shelter Construction	D409,310	US
Shelter with Twist Tight Canopy and Method for Assembling Same	6,994,099	US
Shelter Having an Extendable Roof	7,296,584	US
Quick Clamp Canopy (Portable Shelter Structure)	7,896,015	US
Door Assembly for Use in a Shelter and a Shelter Including the Same	7,913,711	US
Freestanding enclosure for large animals	6,871,614	US
Shelter having a tensioned sidewall assembly	6,684,584	US
Shelter Frame Assembly and Construction	134547	Canada
Shelter Frame Assembly and Construction	135977	Canada
Quick Clamp Canopy (Portable Shelter Structure)	571816	New Zealand
Door Assembly for Use in a Shelter and a Shelter Including the Same	574017	New Zealand

Pending Patent Applications of Debtor

PATENT TITLE	APPLICATION NO.	COUNTRY
Quick Clamp Canopy (Portable Shelter Structure)	13/015,993	US
Shelter Having an Extendible Roof	12/459,540	US
Shelter Frame Assembly and	29/356,755	US

PATENT TITLE	APPLICATION NO.	COUNTRY
Construction		
Steel Tubing Joining System	61/454,184	US
Intercoupled piping assembly	20080202574	US
Intercoupled piping assembly	20120234418	US
Auxiliary section for a canopy	20090056779	US
System and method for storing, assembling and transporting a canopy	20050194031	US
Shelter having a tarpaulin supported by a cable assembly that is selectively tightened	20050194029	US
Shelter with twist tight canopy and method for assembling same	20030084934	US
Freestanding enclosure for large animals	20030075114	US
ShelterLock (Intercoupled Piping Assembly)	2,618,910	Canada
Quick Clamp Canopy (Portable Shelter Structure)	2,615,320	Canada
Quick Clamp Canopy (Portable Shelter Structure)	2,725,706	Canada
Door Assembly for Use in a Shelter and a Shelter Including the Same	2,641,797	Canada
Quick Clamp Canopy (Portable Shelter Structure)	2008229806	Australia
Door Assembly for Use in a Shelter and a Shelter Including the Same	2008264226	Australia