

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2606576

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
Name		Execution Date
HOME ACRES BUILDING SUPPLY CO. LLC		11/01/2013
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS AGENT	
Street Address:	333 SOUTH HOPE STREET, 13TH FLOOR	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90071	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11297938	
CORRESPONDENCE DATA		
Fax Number:	(312)609-5005	
Phone:	312-609-7897	
Email:	hmiller@vedderprice.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	HOLLY MILLER	
Address Line 1:	222 NORTH LASALLE STREET - 24TH FLOOR	
Address Line 4:	CHICAGO, ILLINOIS 60601	
ATTORNEY DOCKET NUMBER:	02795000203	
NAME OF SUBMITTER:	HOLLY MILLER	
Signature:	/Holly Miller/	
Date:	11/07/2013	
Total Attachments: 3 source=02795.00.0203 - Notice of Grant of Security Interest in Patents#page1.tif source=02795.00.0203 - Notice of Grant of Security Interest in Patents#page2.tif source=02795.00.0203 - Notice of Grant of Security Interest in Patents#page3.tif		

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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

This Notice of Grant of Security Interest in Patents (this "Notice") is made as of November 1, 2013 by Home Acres Building Supply Co. LLC, a Michigan limited liability company ("Grantor") in favor of Bank of America, N.A., a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, "Grantee") for the Lenders (as defined in the Loan Agreement (as defined below)). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

WHEREAS, Grantor and Grantee have entered into that certain Loan and Security Agreement dated as of November 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, the other Obligors party thereto from time to time, Grantee, and the Lenders party thereto from time to time;

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee for the benefit of Secured Parties, the security interest contemplated by the Loan Agreement to secure the prompt payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the prompt payment and performance of the Obligations, Grantor hereby grants Grantee, for the benefit of Secured Parties, a continuing security interest in and Lien upon all Property of Grantee, including all of the following Property, whether now owned or hereafter acquired, and wherever located (other than in each case, any Excluded Collateral): all patents and the applications and registrations thereof, including, without limitation, those listed on the attached Schedule A and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Notice shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Notice by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

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(Signature Page to Patent Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

HOME ACRES BUILDING SUPPLY
COMPANY CO. LLC

By: 

Grant R. Ellis
Chief Executive Officer

SCHEDULE A

Notice of Grant of Security Interest in Patents

<u>Patent</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration or App. No.</u>	<u>Registration or App. Date</u>
DRYWALL RETAINING DEVICE	HOME ACRES BUILDING SUPPLY COMPANY CO. LLC	Granted	11297938	12/09/2005