

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398100

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                      |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>                  |
| STUDIO SHED ACQUISITION, LLC  |  | 09/07/2016            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | JPMORGAN CHASE BANK, N.A.              |                       |                                     |
| <b>Street Address:</b>  | 125 S. MAIN STREET                     |                       |                                     |
| <b>Internal Address:</b>  | ATTN: WILLIAM J. MAXBAUER              |                       |                                     |
| <b>City:</b>  | ANN ARBOR                              |                       |                                     |
| <b>State/Country:</b>   | MICHIGAN                               |                       |                                     |
| <b>Postal Code:</b>   | 48104                                  |                       |                                     |
| <b>Entity Type:</b>   | National Banking Association: MICHIGAN |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 3823650                                | STUDIO SHED           |                                     |
| <b>Serial Number:</b>   | 86934808                               | STUDIO SHED           |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 7346231625                             |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                                     |
| <b>Phone:</b>   | 313-223-3098                           |                       |                                     |
| <b>Email:</b>   | nzemgulis@dickinsonwright.com          |                       |                                     |
| <b>Correspondent Name:</b>  | M. Katherine VanderVeen                |                       |                                     |
| <b>Address Line 1:</b>  | 500 Woodward Ave.                      |                       |                                     |
| <b>Address Line 2:</b>  | Suite 4000                             |                       |                                     |
| <b>Address Line 4:</b>  | Detroit, MICHIGAN 48226                |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 7-4565                                 |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | M. KATHERINE VANDERVEEN                |                       |                                     |
| <b>SIGNATURE:</b>   | /M. Katherine VanderVeen/              |                       |                                     |
| <b>DATE SIGNED:</b>   | 09/12/2016                             |                       |                                     |
| <b>Total Attachments: 6</b>   |  |                       |                                     |
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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is entered into as of September 7, 2016 by Studio shed Acquisition, LLC, a Delaware limited liability company (the "*Grantor*") in favor of JPMorgan Chase Bank, N.A., a national banking association (the "*Lender*").

### **Recitals**

A. Backyard Products, LLC, a Delaware limited liability company ("*Borrower*"), the other Loan Parties from time to time party thereto, and the Lender entered into a Credit Agreement dated November 8, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "*Credit Agreement*"), pursuant to which the Lender has made available to the Borrower credit facilities.

B. In connection with the Credit Agreement, the Loan Parties and the Lender entered into a Pledge and Security Agreement dated November 8, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which certain Secured Obligations owed to the Lender are secured. The Grantor entered into a Joinder Agreement dated on or about the date hereof to become a "Grantor" (as such term is defined in the Security Agreement) under the Security Agreement. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, Grantor hereby grants to the Lender to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including any trade name or derivations thereof):

- (1) any and all patents registrations and patent applications, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) all products and proceeds of the foregoing, including, without limitation, any and all claims by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto and any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto (items 1 and 2 being herein collectively referred to as the "*Patent Collateral*");
- (3) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

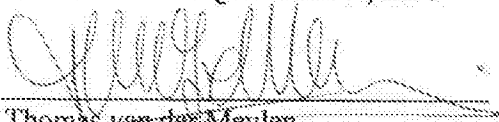
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 2 attached hereto (items 3 and 4 being herein collectively referred to as the “*Trademark Collateral*”).

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. This 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 contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

**STUDIO SHED ACQUISITION, LLC**

By:   
Thomas van der Meulen  
Manager

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005874 FRAME: 0138**

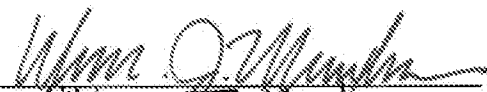
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first set forth above.

**STUDIO SHED ACQUISITION, LLC**

By: \_\_\_\_\_  
Thomas van der Meulen  
Manager

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: William W. Maxbauer  
Title: Executive Director

SIGNATURE PAGE TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005874 FRAME: 0139**


**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents and Patent Applications

**None.**

**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademarks and Trademark Applications

| <u>Mark</u>   | <u>App. No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-----------------|--------------------|-----------------|------------------|
|  | 77636734        | December 19, 2008  | 3,823,650       | July 27, 2010    |
| <b>STUDIO SHED</b>  | 86-934,808      | March 9, 2016      | --              | --               |

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