

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Trademark Collateral Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARC ONE, LLC	FORMERLY ARK I DISTRIBUTION, LLC	07/22/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PATRIARCH PARTNERS AGENCY SERVICES, LLC
<b>Street Address:</b>	227 West Trade Street, Suite 1400
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2287820	
Registration Number:	1929086	HCI/CRAFTSMEN
Registration Number:	2060232	PLEASANTS CONTRACT HARDWARE
Registration Number:	1769022	HSI
Registration Number:	2312036	BSH
Registration Number:	2341003	BUILDERS SPECIALTIES & HARDWARE
Serial Number:	78718419	ARC ONE

**CORRESPONDENCE DATA**

**Fax Number:** (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 2027216405  
**Email:** christine.wilson@thomson.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 80 State Street

CH \$190.00 2287820

Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER: Christine Wilson

Signature: /CHRISTINE WILSON/

Date: 11/23/2005

Total Attachments: 4  
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**NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST**

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this "Notice"), is made by and between ARC ONE, LLC (f/k/a ARK I DISTRIBUTION, LLC), a Delaware limited liability company (the "Trademark Owner"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the "Agent").

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the "Trademarks");

WHEREAS, Trademark Owner is the Borrower under that certain Secured Revolving Note dated as of July 22, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Borrower, Agent, and lenders thereunder (the "Lenders");

WHEREAS, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of July 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner's right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NY313985.3/1939-19835

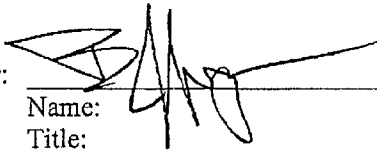
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

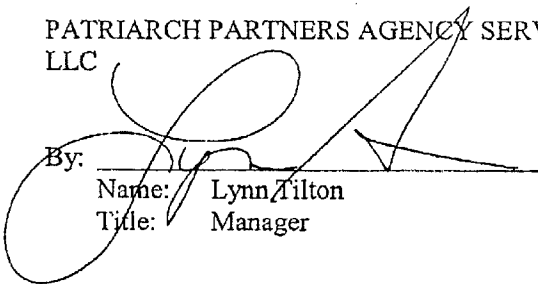
**TRADEMARK OWNER:**

ARC ONE, LLC

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

**AGENT:**

PATRIARCH PARTNERS AGENCY SERVICES,  
LLC

By:   
Name: Lynn Tilton  
Title: Manager

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SCHEDULE 1  
TO  
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST  
Trademark Registrations and Trademark Applications

MARK	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE
None (Design Only)	Registered	75/548743	2287820	7/15/98
HCI/Craftsman	Registered	74/475217	1929086	5/30/81
Pleasant Contract Hardware	Registered	74/475272	2060232	3/31/84
HSI	Registered	74/317894	1769022	10/26/72
BSH	Registered	75/674050	2312036	10/21/66
Builders Specialties & Hardware	Registered	75/694399	2341003	10/21/66
Arc One	Application pending	78/718419	N/A	N/A

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