

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ShelterLogic LLC		10/11/2006	LIMITED LIABILITY COMPANY: CONNECTICUT
ShelterLogic Holdings LLC		10/11/2006	LIMITED LIABILITY COMPANY: CONNECTICUT
ShelterLogic International LLC		10/11/2006	LIMITED LIABILITY COMPANY: CONNECTICUT
North American A L.L.C.		10/11/2006	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc., as Administrative Agent and Collateral Agent
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1732452	COVER-IT
Registration Number:	2451281	PROTECT-IT ALL WEATHER SHELTERS
Registration Number:	3088912	CARPORT-IN-A-BOX
Registration Number:	3122719	GARAGE-IN-A-BOX
Registration Number:	3110711	INSTANT GARAGE
Registration Number:	3118492	ROUNDTOP
Serial Number:	78273716	CANOPY FACTORY
Serial Number:	78486240	CANOPY IN A BOX
Serial Number:	78417185	EASY HOOK

CH \$465.00 1732452

Serial Number:	78273704	EQUINEDIRECT
Serial Number:	78486099	GREENHOUSE IN A BOX
Serial Number:	78293606	NAOP
Serial Number:	78919936	CLEARVIEW
Serial Number:	78486093	SHED IN A BOX
Serial Number:	78404580	WE COVER EVERYTHING UNDER THE SUN
Serial Number:	74414910	GROW IT
Serial Number:	78651021	SHELTERLOGIC
Serial Number:	78651119	SHELTERLOGIC

CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172390760

Email: srblack@eapdlaw.com

Correspondent Name: S. Ryan Black, Paralegal

Address Line 1: Edwards Angell Palmer & Dodge LLP

Address Line 2: 111 Huntington Avenue

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	240042/4
NAME OF SUBMITTER:	S. Ryan Black, Paralegal
Signature:	/S. Ryan Black/
Date:	10/13/2006

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Shelterlogic LLC, Shelterlogic Holdings LLC, Shelterlogic International LLC and North American A L.L.C. (collectively, the “Pledgors”), each having an address at 150 Callender Road, Watertown, CT are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the “Trademarks”);

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Amended and Restated Credit and Security Agreement, dated as of October 11, 2006 (as amended from time to time, the “Credit Agreement”) among the Pledgors, the lenders from time to time party thereto, and NewStar Financial, Inc., as administrative agent and collateral agent for the lenders (the “Agent”), pursuant to which the Pledgors have granted to the Agent a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors’ right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent security interest in, all of the Pledgors’ right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors’ rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with

respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

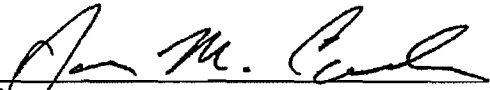
This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of October, 2006.

PLEDGORS:

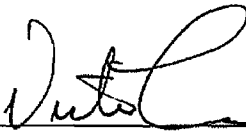
SHELTERLOGIC LLC

By: 
Name:
Title:

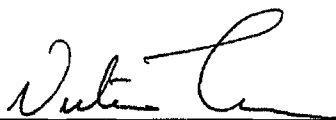
SHELTERLOGIC HOLDINGS LLC

By: 
Name:
Title:

SHELTERLOGIC INTERNATIONAL LLC

By: 
Name:
Title:

NORTH AMERICAN A L.L.C.

By: 
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By: _____
Name:
Title:

SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK
REEL: 003408 FRAME: 0936

IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of October, 2006.

PLEDGORS:

SHELTERLOGIC LLC

By: _____
Name:
Title:

SHELTERLOGIC HOLDINGS LLC

By: _____
Name:
Title:

SHELTERLOGIC INTERNATIONAL LLC

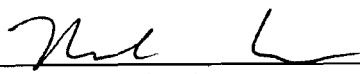
By: _____
Name:
Title:

NORTH AMERICAN A L.L.C.

By: _____
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.,
as administrative agent and collateral agent

By: 
Name: Mark Cordes
Title: Managing Director

SCHEDULE A
TO SECURITY AGREEMENT (TRADEMARKS)

REGISTERED TRADEMARKS

Trademark	Registration Number	Country
COVER-IT	1,732,452	United States
PROTECT-IT ALL WEATHER SHELTERS	2,451,281	United States
CARPORT-IN-A-BOX	3,088,912	United States
GARAGE-IN-A-BOX	3,122,719	United States
INSTANT GARAGE	3,110,711	United States
ROUNDTOP	3,118,492	United States

PENDING TRADEMARKS

Trademark	Serial Number	Country
CANOPY FACTORY	78/273,716	United States
CANOPY-IN-A-BOX	78/486,240	United States
EASY HOOK ANCHORS	78/417,185	United States
EQUINE DIRECT	78/273,704	United States
GREENHOUSE-IN-A-BOX	78/486,099	United States
NAOP	78/293,606	United States
CLEARVIEW	78/919,936	United States
SHED-IN-A-BOX	78/486,093	United States
WE COVER EVERYTHING UNDER THE SUN	78/404,580	United States
GROW IT	74/414,910	United States
SHELTERLOGIC	78/651,021	United States
SHELTERLOGIC (design plus words)	78/651,119	United States

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