

**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
Accubuilt, Inc.		09/10/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2564320	ACCUBUILT
Registration Number:	2559888	ACCUBUILT
Registration Number:	2603571	ACCUBUILT
Registration Number:	2025571	CROWN SOVEREIGN
Registration Number:	1751171	
Registration Number:	2624704	E
Registration Number:	2615149	EUREKA
Serial Number:	77423074	IMPERIAL
Registration Number:	1344241	MILLER-METEOR
Serial Number:	77423076	PREMIER
Serial Number:	77423061	S & S IMPERIAL
Registration Number:	1721735	S & S
Registration Number:	2023817	S&S
Registration Number:	2023976	S & S COACH COMPANY

CH \$590.00 2564320

Registration Number:	2023975	S&S MASTERPIECE
Registration Number:	1725404	SAYERS & SCOVILL
Registration Number:	3530778	SC
Registration Number:	3549481	SC SINCE 1923
Registration Number:	1723585	SOVEREIGN
Registration Number:	2131835	STATESMAN
Registration Number:	2154477	SUPERIOR
Registration Number:	2110322	SUPERIOR COACHES
Serial Number:	77423070	SUPERIOR PREMIER

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390632  
Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	240042-33
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	09/10/2009

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2009, is between the undersigned ("Grantor") and NewStar Financial, Inc., in its capacity as collateral agent (the "Collateral Agent") for the lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of September 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Accubuilt, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto (the "Guarantors"), the Lenders from time to time party thereto (the "Lenders"), The PrivateBank and Trust Company, as administrative agent (the "Administrative Agent"), the Collateral Agent and NewStar Financial, Inc., as sole lead arranger and syndication agent, the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans and other extensions of credit to the Borrower;

WHEREAS pursuant to the Security Agreement, dated as of December 3, 2007, as amended by the First Amendment to Security Agreement, dated as of May 13, 2009, and the Omnibus Ratification and Confirmation Agreement, dated as of the date hereof (as so amended, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other grantors party thereto, and the Collateral Agent, Grantor granted to the Collateral Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of the Secured Obligations (as defined in the Security Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that the Collateral Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement and Security Agreement and used herein have the meaning given to them in the Credit Agreement and Security Agreement, as applicable.

### ***Section 2. Grant of Security Interest in Trademarks***

Grantor hereby grants to the Collateral Agent a security interest in, and continuing lien on, all of Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in

Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Secured Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Secured Obligations (as defined in the Security Agreement).

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent on behalf of and for the ratable benefit of the Lenders pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks, any other applicable United States government officer or any applicable foreign government office record this Agreement.

***Section 6. Miscellaneous***

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

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 agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

*[Signature Page to Trademark Security Agreement]*

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

GRANTOR:

ACCUBUILT, INC.

By: 

Name: Kevin Grady

Title: Executive Vice President and Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

COLLATERAL AGENT:

NEWSTAR FINANCIAL, INC.

By: 

Name: Paul G. Feloney, Jr.

Title: Managing Director

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Country</b>	<b>Registration Date/Application Date</b>	<b>Registration/ Application Number</b>
ACCUBUILT	US	4/23/2002	2,564,320
ACCUBUILT & Design	US	4/9/2002	2,559,888
ACCUBUILT & Design	US	8/6/2002	2,603,571
CROWN SOVEREIGN & Design	US	12/24/1996	2,025,571
Design (Lamp)	US	2/9/1993	1,751,171
E & Design	US	9/24/2002	2,624,704
EUREKA	US	9/3/2002	2,615,149
IMPERIAL	US	3/15/2008	77/423074
MILLER METEOR	US	6/25/1985	1,344,241
PREMIER	US	3/15/2008	77/423076
S & S IMPERIAL	US	3/15/2008	77/423061
S&S	US	10/6/1992	1,721,735
S&S & Design	US	12/17/1996	2,023,817
S&S COACH COMPANY	US	12/17/1996	2,023,976
S&S Masterpiece & Design	US	12/17/1996	2,023,975
SAYERS & SCOVILL	US	10/20/1992	1,725,404
SC & Design	US	11/11/2008	3,530,778
SC SINCE 1923 & Design	US	12/23/2008	3,549,481
SOVEREIGN	US	10/13/1992	1,723,585
STATESMAN	US	1/27/1998	2,131,835
SUPERIOR & Design	US	5/5/1998	2,154,477
SUPERIOR COACHES	US	11/4/1997	2,110,322
SUPERIOR PREMIER	US	3/15/2008	77/423070
LCW	n/a	n/a	Not Registered
DABRYAN COACH BUILDERS trademark and logo	n/a	n/a	Not Registered

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