

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accubuilt, Inc.		11/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Administrative Agent and Collateral Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3997276	PREMIER	
Registration Number:	4210051	DABRYAN	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-239-0746		
Email:	kouimet@edwardswildman.com		
Correspondent Name:	Kristine L. Ouimet, Paralegal		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	240042.0033		
NAME OF SUBMITTER:	Kristine L. Ouimet		
Signature:	/Kristine L. Ouimet/		

CH \$65.00 3997276

TRADEMARK

Date:

12/12/2012

Total Attachments: 5

source=Accubuilt Trademark Security Agreement (2012)#page1.tif

source=Accubuilt Trademark Security Agreement (2012)#page2.tif

source=Accubuilt Trademark Security Agreement (2012)#page3.tif

source=Accubuilt Trademark Security Agreement (2012)#page4.tif

source=Accubuilt Trademark Security Agreement (2012)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 2012, is between the undersigned ("Grantor") and NewStar Financial, Inc., in its capacity as administrative agent and 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 Third Amended and Restated Credit Agreement, dated as of November 9, 2012 (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"), and the Collateral 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 an Amended and Restated Security Agreement, dated as of September 27, 2010, 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.

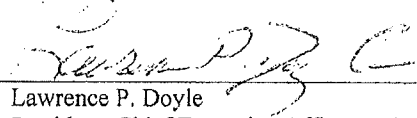
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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: Lawrence P. Doyle

Title: President, Chief Executive Officer and
Assistant Secretary

[Signature page to Trademark Security Agreement]

COLLATERAL AGENT:

NEWSTAR FINANCIAL, INC.

By: William P. Walsh
Name: William P. Walsh
Title: Director
Portfolio Management

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004918 FRAME: 0053

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks:

Trademark	Country	Date Registered	Registration/ Application Number
Premier	US	7/19/11	3,997,276
DaBryan	US	9/18/12	4,210,051

AM 17594631.2