

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
M.C. Dean, Inc.		02/28/2013	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85726783	MODULAR BUILDING FOR NON-MODULAR BUILDING	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1990357		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

Date:

03/01/2013

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of February, 2013, M.C. DEAN, INC., a Virginia corporation ("*Debtor*") with its principal place of business and mailing address at 22461 Shaw Road, Dulles, Virginia 20166, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement between Debtor and Agent dated as of August 31, 2012, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a present sale, transfer, conveyance or other assignment to Agent of any trademarks, trademark applications or trademark registrations listed in Schedule A. So long as any intent to use application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Applications as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications 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 WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

M.C. DEAN, INC.

By 
Name WILLIAM DEAN
Title PRESIDENT

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____

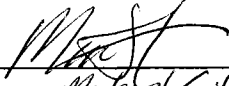
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

M.C. DEAN, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By  _____
Name Michael Gilt
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED	STATUS
NONE			

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED	STATUS
MODULAR BUILDING FOR NON-MODULAR BUILDING	U.S. 85726783	9/12/12	ITU Application