

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
American Panel Corporation		06/25/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3242383	BLUENET
Registration Number:	3290781	HURRICILL

CORRESPONDENCE DATA

Fax Number: 8046982007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 804-775-1071  
 Email: rvance@mcguirewoods.com  
 Correspondent Name: Robin C. Vance  
 Address Line 1: 901 E. Cary Street  
 Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	4452178-3636
NAME OF SUBMITTER:	Robin C. Vance
Signature:	/Robin C. Vance/

OP \$65.00 3242383

Date:

07/08/2013

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between American Panel Corporation, a Georgia corporation, (the "Grantor") and Bank of America, N.A. (the "Grantee"). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Security Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, and Grantee are parties to an Amended and Restated Security Agreement dated October 20, 2011 (as amended, modified or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all indebtedness referred to in Section 2 of the Security Agreement (the "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Grantee of the Obligations, Grantor hereby grants to Grantee for its benefit a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"); including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

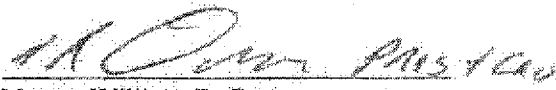
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

[signature pages follow]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 25<sup>th</sup> day of June,  
2013.

AMERICAN PANEL CORPORATION

By:   
Name: William R. Dunn  
Title: President

Acknowledged:

BANK OF AMERICA, N.A.

By:   
Name: John McDuffie  
Title: Senior Vice President

STATE OF GEORGIA )  
 )  
COUNTY OF Cobb )

SS.:

On the 27<sup>th</sup> of June 2013, before me personally came William R. Dunn, to me personally known to be the person described in and who executed the foregoing instrument as President of American Panel Corporation, who being by me duly sworn, did depose and say that he is the President of American Panel Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporation's seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like orders; and that he acknowledged said instrument to be the free act and deed of said corporation.

Henrich J. Dewhurst  
NOTARY PUBLIC

My commission expires: 2/2/14

[AFFIX NOTARIAL SEAL]

Schedule 1 to Trademark Security Agreement  
American Panel Corporation

U.S. Trademarks

1. BLUENET, U.S. Reg. No. 3,242,383
2. HURRICILL, U.S. Reg. No. 3,290,781

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