

06-09-2000



101376993

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5.22.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/09/2000 ASCOTT 00000034 75670514

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
800.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/670,514"/>	<input type="text" value="75/436,269"/>	<input type="text" value="75/485,391"/>
<input type="text" value="75/527,607"/>	<input type="text" value="75/633,740"/>	<input type="text" value="75/679,372"/>
<input type="text" value="75/679,368"/>	<input type="text" value="75/679,367"/>	<input type="text" value="75/834,465"/>

<input type="text" value="1,959,954"/>	<input type="text" value="2,018,616"/>	<input type="text" value="2,220,334"/>
<input type="text" value="2,037,738"/>	<input type="text" value="1,968,622"/>	<input type="text" value="1,912,540"/>
<input type="text" value="1,908,476"/>	<input type="text" value="1,882,214"/>	<input type="text" value="1,861,803"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.

5/12/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1,755,305	1,729,384	1,733,067
1,696,082	1,721,936	1,314,599
1,443,208	1,231,935	1,234,629
1,264,265	2,180,457	1,794,987
2,267,708	2,278,422	2,314,982
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

	<u>Reg. No./Serial No.</u>	<u>Issued/Filed</u>
CLASSIC SHIELD	Ser. No. 75/485,391	Filed 05/14/98
GLASSMASTER LEGEND	Ser. No. 75/527,607	Filed 07/28/98
CDP	Ser. No. 75/633,740	Filed 02/04/99
REVERSA-SHIELD	Ser. No. 75/679,372	Filed 04/09/99
POLYSTAR	Ser. No. 75/679,368	Filed 04/09/99
THERMAL STAR	Ser. No. 75/679,367	Filed 04/09/99
STRATFORD	Ser. No. 75/834,465	Filed 10/28/99

B. Canadian Trademarks

	<u>Reg. No./Serial No.</u>	<u>Issued/Filed</u>
ATLAS	Reg. No. 488,859	Issued 01/30/98
Semi-Sphere Design	Reg. No. 454,741	Issued 02/23/96
RBOARD	Reg. No. 468,814	Issued 01/15/97
STUCCO-SHIELD	Reg. No. 468,631	Issued 01/14/97
ENERGY SHIELD	Reg. No. 471,810	Issued 02/27/97
PINNACLE	Reg. No. 455,454	Issued 03/15/96
GLASSMASTER	Reg. No. 460,989	Issued 08/09/96
WEATHERMASTER	Reg. No. 469,648	Issued 11/24/97
House Design	Reg. No. 450,848	Issued 11/24/95
ACFOAM	Reg. No. 455,995	Issued 03/22/96
VENTED-R	Reg. No. 485,677	Issued 11/18/97
PREMIUM 25	Reg. No. 414,916	Issued 07/23/93
SUMMIT	Reg. No. 415,767	Issued 08/20/93
THERMABOND	Reg. No. 414,495	Issued 07/09/93
TOUGH-GLASS	Reg. No. 414,900	Issued 07/23/93
TOUGH-GUARD	Reg. No. 481,997	Issued 09/03/97
ALPINE	Ser. No. 874,808	Filed 04/09/98
MATTERHORN	Ser. No. 874,807	Filed 04/09/98
AC ULTRA	Ser. No. 884,307	Filed 07/14/98
AC ULTRA & Design	Ser. No. 884,306	Filed 07/14/98
CLASSIC SHIELD	Ser. No. 890,918	Filed 09/22/98

**SECURITY AGREEMENT
(Trademarks)**

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Atlas Roofing Corporation, a Mississippi corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of March 22, 2000 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), between the Assignor and certain of its Affiliates, the Lenders, the Documentation Agent, the Syndication Agent and Fleet Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) Trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world.

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of March 21st 2000.

ATLAS ROOFING CORPORATION,
a Mississippi corporation

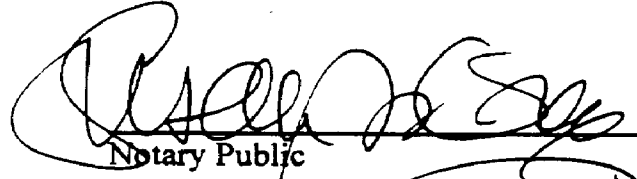
[Corporate Seal]

By: _____


Larry D. Davis
Vice President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21st day of March, 2000 before me personally came Larry D. Davis to me known, who, being by me duly sworn, did depose and say that he is Vice President of Atlas Roofing Corporation, a Mississippi corporation, that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.


Notary Public

My Commission Expires: 10/10/00



SCHEDULE A
(Trademarks)

[See Attached]

TRADEMARK SCHEDULE

I. ATLAS ROOFING CORPORATION

A. U.S. Trademarks

	<u>Reg. No./Serial No.</u>	<u>Issued/Filed</u>
VENTED-R	Reg. No. 1,959,954	Issued 03/05/96
PINNACLE	Reg. No. 2,018,616	Issued 11/26/96
RBOARD	Reg. No. 2,220,334	Issued 01/26/99
CHALET	Reg. No. 2,037,738	Issued 02/11/97
PLAINSMAN	Reg. No. 1,968,622	Issued 04/16/96
WEATHERMASTER	Reg. No. 1,912,540	Issued 08/15/95
STORMMASTER	Reg. No. 1,908,476	Issued 08/01/95
ATLAS	Reg. No. 1,882,214	Issued 03/07/95
House Design	Reg. No. 1,861,803	Issued 11/08/94
ACFOAM	Reg. No. 1,755,305	Issued 03/02/93
GLASSMASTER	Reg. No. 1,729,384	Issued 11/03/92
BRIARGLASS	Reg. No. 1,733,067	Issued 11/17/92
STUCCO SHIELD	Reg. No. 1,696,082	Issued 06/23/92
Semi-Sphere Design	Reg. No. 1,721,936	Issued 10/06/92
ENERGY SHIELD	Reg. No. 1,314,599	Issued 01/15/85
PREMIUM 25	Not registered; no application pending	
RES-FELT	Reg. No. 1,443,208	Issued 06/16/87
SUMMIT	Reg. No. 1,231,935	Issued 03/22/87
THERMABOND	Not registered; no application pending	
TOUGH-GLASS	Reg. No. 1,234,629	Issued 04/12/88
VALIANT	Reg. No. 1,264,265	Issued 01/17/84
ASPHALT 20	Not registered; no application pending	
MOD 90	Reg. No. 2,180,457	Issued 08/11/98
PERFORMANCE BRAND	Reg. No. 1,794,987	Issued 09/28/93
ALPINE	Reg. No. 2,267,708	Issued 08/03/99
MATTERHORN	Reg. No. 2,278,422	Issued 09/14/99
THE SHINGLE SOURCE	Ser. No. 75/670,514	Filed 03/26/99
AC ULTRA	Ser. No. 75/436,269	Filed 02/18/98
AC ULTRA & Design	Reg. No. 2,314,982	Issued 02/01/00