

09-06-2002

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

General Roofing Services, Inc.

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State FL
- ☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: June 15, 2001

## 2. Name and address of receiving party(ies)

Fleet National Bank, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☐ Corporation-State \_\_\_\_\_
- ☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/088444,  
78/088443, 78/088438B. Trademark Registration No.(s) 2,553,522  
2,564,241, 2,460,706, 2,476,614Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Hill

Internal Address: Brown Rudnick Berlack  
Israels LLP

Street Address: One Financial Center

City: Boston State: MA Zip: 02111

## 6. Total number of applications and registrations involved: \_\_\_\_\_

7

## 7. Total fee (37 CFR 3.41).....\$ 190.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Michael A. Hill  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

27

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 2576 FRAME: 0713

09/05/2002 TDIAZI 00000115 78088444

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02 FC:48240.00 OP  
150.00 OP

City: Boston State: MA Zip: 02111

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FINANCE SECTION

# TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Security Agreement") dated as of June 15, 2001 made by General Roofing Services, Inc. (the "Borrower") and the Guarantors (as defined below) in favor of Fleet National Bank, as Administrative Agent for the benefit of itself and other Lenders (as defined below), and its successors, assigns, and other legal representatives (the "Secured Party").

## WITNESSETH:

WHEREAS, the Borrower, the Guarantors and the Secured Party are parties to a certain Amendment No. 4 dated as of April 5, 2001 and executed by the Borrower, guarantors and certain subsidiaries of the Borrower set forth on the signature pages thereto (collectively, the "Guarantors"), the lenders set forth on the signature pages hereto (the "Lenders"), and the Secured Party ("Amendment No. 4"), which, among other things, amended the Credit Agreement (as defined in Amendment No. 4) and the Guarantee and Security Agreement (as defined in Amendment No. 4);

WHEREAS, pursuant to Section 11 of Amendment No. 4 and Section 3.2.7 of the Guarantee and Security Agreement, the Borrower and the Guarantors are required, among other things, to grant in favor of the Secured Party on behalf of the Lenders first priority, validly perfected liens on and security interests in Intellectual Property (as defined in the Guarantee and Security Agreement) in which any of the Borrower and the Guarantors have an interest; and

WHEREAS, in accordance with Amendment No. 4 and in consideration of the Secured Party's and the Lenders' willingness to enter into Amendment No. 4 and the other Credit Documents (as defined in the Credit Agreement (as defined below)) and the Lenders' willingness to make the loans and credit accommodations available under the Amended Credit Agreement (as defined in Amendment No. 4), the Borrower, the Secured Party, and the Guarantors have entered into this Security Agreement.

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party and the Lenders under the Credit Documents, the Borrower and the Guarantors hereby agree for the benefit of the Secured Party and the Lenders as follows:

### 1. DEFINITIONS; RULES OF INTERPRETATION.

1.1. All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings provided therefor in the Credit Agreement as defined in Agreement No. 4, as amended by, among other things, Amendment No. 4, and as amended and modified from time to time (the "Credit Agreement"). In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Security Agreement:

"Associated Goodwill" shall mean all goodwill of the Borrower and the Guarantors or their respective businesses, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

"PTO" shall mean the United States Patent and Trademark Office.

"Related Assets" shall mean all assets, rights and interests of the Borrower and the Guarantors which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, inventions, copyrights, trade secrets, confidential information, formulae, algorithms, methods, processes, compounds, know-how, operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision, licensing and sale of goods or services under or in association with any of the Trademarks, and all books and records describing or used in connection with any or all of the foregoing; and the following documents and things in the possession or under the control of the Borrower and/or any of the Guarantors, or subject to its demand for possession or control, related to the production, delivery, provision, licensing and sale by the Borrower and/or any of the Guarantors, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the Borrower and/or any of the Guarantors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information which identify, describe or provide information with respect to any customers, dealers or distributors of the Borrower, the Guarantors, their affiliates or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including but not limited to all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents, technical specifications and information, and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision, licensing, and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw

materials and other supplies and services used in the manufacture, production, provision, delivery, licensing and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future current or proposed advertising and promotion by the Borrower and/or any of the Guarantors (or any of its affiliates, licensees or contractors) of products or services provided, licensed or sold under or in connection with the Trademarks or Trademark Rights.

"Security Agreement" shall mean this Trademark Collateral Assignment and Security Agreement, as it may be amended or supplemented from time to time.

"Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower and the Guarantors, which (i) are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower or any Guarantor and are now owned, held or used by the Borrower or any of the Guarantors, in the Borrower's or any Guarantor's respective business, or with the Borrower's or any Guarantor's respective products and services, or in which the Borrower or any of the Guarantors has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower or any Guarantor in the Borrower's or any Guarantor's business or with the Borrower's or any Guarantor's products and services, or in which the Borrower or any of the Guarantors in the future acquire any right, title or interest.

"Trademark Collateral" shall mean all of the Borrower's and the Guarantors' respective right, title and interest (to the extent the Borrower or any of the Guarantors has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, the Related Assets, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

"Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower and the Guarantors or the Secured Party for the benefit of the Lenders, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state

law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower and the Guarantors or the Secured Party for the benefit of the Lenders for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with each of the Borrower and the Guarantors or its respective business or for the direct or indirect benefit of each of the Borrower, the Guarantors or their respective businesses, including but not limited to all such uses by the Borrower and the Guarantors themselves, by any of the affiliates of the Borrower and the Guarantors, or by any licensee or contractor of the Borrower and/or the Guarantors.

1.2. UCC Terms. Unless otherwise defined herein or in the other Credit Documents, the terms used in Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts are used herein as therein defined.

## 2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1. Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Credit Obligations, the Borrower and the Guarantors hereby unconditionally grant to the Secured Party for the benefit of the Lenders, a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party for the benefit of the Lenders.

### 2.2. Collateral Assignment.

(a) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2.1, each of the Borrower and the Guarantors hereby grant, assign, transfer, convey and set over to the Secured Party, for the benefit of the Lenders, its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall automatically be and become of force and effect only at the option of the Secured Party following the occurrence of an Event of Default, which option may be exercised in the Secured Party's sole and absolute discretion. The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment."

(b) The Borrower and the Guarantors acknowledge and agree that, upon the effectiveness of the Section 2.2 Assignment, the Secured Party for the benefit of the Lenders

shall have the cumulative rights in and to the Trademark Collateral as are provided in this Security Agreement and in the other Credit Documents, and shall continue to have the rights in and to the Credit Security (other than the Trademark Collateral) as are provided in the other Credit Documents.

(c) The parties expressly acknowledge to the Secured Party and the Lenders and agree that the Borrower and the Guarantors delivered the Credit Documents pursuant to which the Borrower and the Guarantors unconditionally granted to the Secured Party for the benefit of the Lenders, a continuing security interest in and first priority lien on the Credit Security (including the Trademark Collateral). The Credit Documents and all rights and interests of the Secured Party and the Lenders in and to the Credit Security (including the Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall this Security Agreement, the Section 2.2 Assignment of the Trademark Collateral hereunder, or the recordation of this Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Documents, the security interest of the Secured Party in the Credit Security (including the Trademark Collateral) pursuant to the Credit Documents, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Secured Party and the Lenders in and to the Credit Security under or in connection with the Credit Documents, this Security Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Secured Party and the Lenders in and to the Trademark Collateral (and any and all obligations of the Borrower and the Guarantors with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party and the Lenders (and the obligations of the Borrower and the Guarantors) in, to or with respect to the Credit Security (including the Trademark Collateral) provided in or arising under or in connection with the other Credit Documents.

2.3. Effect of Section 2.2 Assignment. Upon the effectiveness of the Section 2.2 Assignment, the Secured Party for the benefit of the Lenders shall own the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of the Borrower, the Guarantors, or any other party (other than ownership and other rights reserved by owners of licensed Trademarks or other Trademark Collateral licensed to the Borrower and/or any of the Guarantors). Upon such effectiveness, in addition to all other rights and remedies of the Secured Party and the Lenders, whether under law, the Credit Documents or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Borrower and the Guarantors except as expressly provided otherwise herein), the Secured Party's and the Lenders' rights and remedies with respect to the Trademark Collateral, shall include but not be limited to the following, without payment of royalty or compensation of any kind to the Borrower or any Guarantors except as expressly provided otherwise herein:

(a) The Secured Party may exercise, in respect of the Trademark Collateral, and for the benefit of the Lenders, all the rights and remedies of a secured party upon default

under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral) or other law applicable to any part of the Trademark Collateral.

(b) The Secured Party may operate the business of any of the Borrower and the Guarantors using the Trademark Collateral.

(c) The Secured Party may, to the same extent that the Borrower and the Guarantors have the right to do so immediately prior to the effectiveness of the Section 2.2 Assignment, license or sublicense, whether general, special or otherwise and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party and the Lenders shall in their sole discretion determine.

(d) The Secured Party may, in its discretion, file and record at the Borrower's and the Guarantors' expense with the PTO, the Trademark Assignment attached hereto as Exhibit A.

(e) The Secured Party may, to the extent permitted by law and in accordance with the Credit Agreement and the Guarantee and Security Agreement, in its sole discretion, without notice except as specified below, assign, sell or otherwise transfer or dispose of the Trademark Collateral or any part thereof, either with or without special or other conditions or stipulations, with power to buy the Trademark Collateral or any part of it in one or more portions at public or private sale, at any of the Secured Party's offices or elsewhere, at such time or times, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable, irrespective of the impact of any such sales on the market price of any of the Trademark Collateral. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Borrower and the Guarantors or any party claiming through the Borrower or any of the Guarantors, and the Borrower and the Guarantors hereby waive (to the extent permitted by law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Borrower and the Guarantors agree that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Borrower and the Guarantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of the Trademark Collateral, if permitted by law, the Secured Party and/or the Lenders may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for and purchase the Trademark Collateral or any portion thereof for the account of the Secured Party. The Secured Party and the Lenders shall not be obligated to make any sale of the Trademark Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was adjourned. In the case of any sale of all or any part of the Trademark Collateral is made on credit or for future delivery, the Trademark Collateral sold may be retained by the Secured Party and/or Lenders until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party

and the Lenders shall not incur any liability in the case any such purchaser shall fail to pay for any Trademark Collateral so sold and, in case of any such failure, such Trademark Collateral may be sold again upon like notice to the Borrower and the Guarantors. The Borrower and the Guarantors recognize that the Secured Party and the Lenders may elect in their sole discretion to sell all or part of the Trademark Collateral to one or more purchasers in privately negotiated transactions. The Borrower and the Guarantors hereby waive any claims against the Secured Party and the Lenders arising by reason of the fact that the price at which any Trademark Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Trademark Collateral to more than one offeree. The Secured Party and the Lenders shall also have the power to execute assurances, and do all other acts and things for completing the assignment, sale, transfer or disposition, which the Secured Party and the Lenders, their sole discretion, deems appropriate or proper.

(f) In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 2.3 (e) hereof, the Secured Party may, pursuant to the authority granted in the power of attorney provided in Section 6 hereof (such authority becoming effective upon the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of the Borrower and/or any of the Guarantors, one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

2.4. Effect of Section 2.2 Assignment -- The Borrower's and the Guarantors' Obligations.

(a) Upon the effectiveness of the Section 2.2 Assignment provided herein, the Borrower and the Guarantors shall have no right, title or interest in or to any of the Trademark Collateral, and the Borrower and the Guarantors shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Secured Party, deliver to the Secured Party (or the Secured Party's designee) all unused or unsold goods bearing the Trademarks.

(b) In addition, upon the effectiveness of the Section 2.2 Assignment provided herein, upon the written demand of the Secured Party, the Borrower and the Guarantors shall execute and deliver to the Secured Party for the benefit of the Lenders an assignment or assignments of the Trademark Collateral and such other documents in addition to the Assignment in the form attached hereto as Exhibit A acceptable in form and substance to the Secured Party and the Lenders, as are necessary or appropriate to carry out the intent and purposes of this Security Agreement; provided that the failure of the Borrower to comply with such demand will not impair or affect the validity of the Section 2.2 Assignment. The Borrower and the Guarantors agree that any such assignment (including a Section 2.2 Assignment) and/or any recording thereof shall be applied to reduce the Credit Obligations outstanding only to the extent that the Secured Party and the Lenders actually receives cash proceeds in respect of the



assignment, sale, license, transfer or disposition of, or other realization upon, the Trademark Collateral.

(c) Upon the effectiveness of the Section 2.2 Assignment provided herein, the Borrower and the Guarantors shall supply to the Secured Party (or the Secured Party's designee) the Borrower's and the Guarantors know-how and expertise relating to the products and services sold and provided under the Trademarks, and other records relating to the Trademark Collateral and to the production, marketing, delivery and sale of said products and services. Without limiting the generality of the foregoing, within five (5) Business Days of written notice thereof from the Secured Party, the Borrower and the Guarantors shall use reasonable efforts to make available to the Secured Party, such personnel in the Borrower's and the Guarantors employ on the date of the Section 2.2 Assignment as the Secured Party may reasonably designate, by name, title or job responsibility, to permit the Borrower and/or any Guarantor (or if the Secured Party so elects, the Secured Party or the Secured Party's designee) to continue, directly or indirectly, to manufacture, produce, supply, advertise, provide, license, sell and deliver the products or services sold by the Borrower and/or any Guarantor under the Trademarks, such persons to be available to perform their prior functions on the Secured Party's behalf and, if the Secured Party so elects to utilize their services, to be compensated by the Secured Party on a per diem, pro rata basis consistent with the wages and salary structure applicable to each as of the date of such Section 2.2 Assignment.

2.5. No Obligations of the Secured Party or the Lenders. Nothing herein contained shall be construed as obligating the Secured Party or the Lenders to take any of the foregoing actions at any time.

2.6. Costs and Application of Proceeds. The Borrower and the Guarantors agree to pay when due all reasonable costs incurred in any license, assignment, sale, transfer or other disposition of all or any portion of the Trademark Collateral pursuant to the terms of this Security Agreement to or by the Secured Party and the Lenders, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Credit Obligations. The Secured Party and the Lenders may apply the Proceeds actually received from any such license, assignment, sale, transfer, other disposition or other collection or realization, to the reasonable out-of-pocket costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred or paid by the Secured Party and/or the Lenders in protecting or enforcing their respective rights upon or under this Security Agreement, the Trademark Collateral, the Credit Security or the Credit Obligations, and any proceeds remaining shall be held by the Secured Party for the benefit of the Lenders as collateral for, and/or then or at any time thereafter applied to the Credit Obligations, in accordance with the Credit Documents; and the Borrower and the Guarantors shall remain liable and will pay the Secured Party and the Lenders on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Credit Obligations and the balance of any expenses unpaid. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Credit Obligations shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive such surplus.

2.7. License. In addition to, and not by way of limitation of, all other rights of the Secured Party and the Lenders and obligations of the Borrower and the Guarantors pursuant to this Security Agreement and the other Credit Documents, upon the effectuation of a Section 2.2 Assignment, the Secured Party for the benefit of the Lenders shall hold an exclusive fully paid-up, irrevocable and perpetual, worldwide right and license to make use, practice and sell (or license or otherwise transfer to third persons) the Trademark Collateral, for the exclusive purpose of (and to the extent necessary and sufficient for) the full and complete enjoyment and exercise of and realization upon the rights, remedies and interests of the Secured Party and the Lenders pursuant to this Security Agreement and the other Credit Documents.

3. REPRESENTATIONS AND WARRANTIES. The Borrower and the Guarantors represent and warrant to, and covenant and agree with, the Secured Party and the Lenders, as follows:

3.1. Schedules of Trademarks. Set forth on Schedule A hereto is a true and complete list of all present Trademarks and Trademark Registrations of the Borrower and the Guarantors and of all licenses with respect thereto. All licenses and other agreements applicable to the Trademarks are the valid and binding obligations of all of the parties thereto, enforceable against each of such parties in accordance with their respective terms (provided that, with respect to any such parties other than the Borrower, the Guarantors, and the Borrower's and the Guarantors' other affiliates, such representation and warranty is made to the best of the Borrower's and the Guarantors' knowledge and belief).

3.2. Title. Except as otherwise disclosed on Schedule A, each of the Borrower and the Guarantors, as the case may be, is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks (except for licenses and rights granted in the ordinary course of business) and sufficient Trademark Collateral to preserve their respective rights in their respective Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Security Agreement and the other Credit Documents, and except for liens and encumbrances explicitly permitted pursuant to the Credit Documents. To the extent deemed necessary or appropriate by the Borrower and the Guarantors in their reasonable business judgment, the Borrower and the Guarantors will defend their respective right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

3.3. Validity and Enforceability. The Trademarks and the Trademark Registrations and Trademark Rights related thereto are subsisting, and have not been adjudged invalid or unenforceable; to the best of the Borrower's and the Guarantors' knowledge and belief, all of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are valid and enforceable; the Borrower and the Guarantors have not received any written claim by any third party that any of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are invalid or unenforceable.

3.4. Exclusive Right to Use. To the best of the Borrower's and the Guarantors' knowledge and belief except as otherwise disclosed on Schedule A, each of the Borrower and the Guarantors has, and shall continue to have, the exclusive right to use all the Trademarks in the manner in which they are now used, with the goods and services with which they are now used (and, in the case of registered Trademarks, for which they are registered), and throughout the geographic areas in which they are now used (and, in the case of registered Trademarks, throughout the jurisdictions in which they are registered), free and clear of any liens, charges, encumbrances, claims or rights of any third party, or restrictions on the rights of the Borrower and the Guarantors to protect or enforce any of their respective Trademark Rights against any third party.

3.5. No Financing Statements, Etc. There is not on file in any governmental or regulatory authority, agency or recording office, in the United States or to the Borrower's and the Guarantors knowledge in any foreign country, any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that have been filed in favor of the Secured Party) covering any of the Trademark Collateral, and the Borrower and the Guarantors are not aware of any such filing, other than those for which duly executed termination statements have been delivered to the Secured Party. So long as this Security Agreement shall be in effect, the Borrower and the Guarantors shall not execute and shall not knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of the Secured Party and the Lenders).

3.6. No Claims or Proceedings. Except as provided in Schedule B attached hereto, no claim has been made that the Borrower's and the Guarantors' use of any of the Trademarks does or may violate the rights of any third party. There has been no decision adverse to the Borrower's and the Guarantors' claim of ownership rights in or exclusive rights to use the Trademarks or any material part of the Trademark Collateral associated therewith, or to its right to use and register the Trademarks in any jurisdiction or to keep and maintain such registrations in full force and effect, and, to the Borrower's and the Guarantors' knowledge, there is no proceeding involving said rights threatened or pending in the PTO or any similar office or agency of the United States, any state or foreign country or in any court.

3.7. Notice of Adverse Developments. The Borrower and the Guarantors shall promptly notify the Secured Party of the institution of and any final adverse decision (after exhausting all appeals) in any proceeding in the PTO or any similar office or agency of the United States or any state or any foreign country, or the institution of or any adverse judgment in any proceeding in any court, regarding the Borrower's and/or any Guarantor's claim of ownership in any of the Trademarks, or any material part of the related Trademark Collateral, its right to register any of the same, or to keep and maintain any such registration. Notwithstanding the foregoing, the Borrower and the Guarantors shall not be obligated to notify the Secured Party of adverse decisions during the course of prosecuting trademark registration applications.

3.8. After-Acquired Trademark Collateral. The Borrower and the Guarantors agree that, upon its commencement of use of or acquisition of any right, title or interest in or to any

Trademark, Trademark Registration or Trademark Right other than the Trademarks, Trademark Registrations and Trademark Rights set forth on Schedule A hereto (including any variations or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Security Agreement shall automatically apply thereto. The Secured Party shall be authorized to amend Schedule A, as appropriate, to include such additional Trademarks, Trademark Registrations and Trademark Rights, without the necessity for the Borrower's and the Guarantors' approval of or signature to such amendment, and the Borrower and the Guarantors shall do all such other acts (at its own expense) deemed necessary or appropriate by the Secured Party to implement and preserve the Secured Party's and the Lenders' interest therein (including, without limitation, executing and delivering, and recording in all places where this Security Agreement or notice hereof is recorded, an appropriate counterpart of this Security Agreement). Such additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the "Trademarks," "Trademark Registrations" and "Trademark Rights" as defined herein. Upon the use of a new mark, the Borrower and the Guarantors shall provide to the Secured Party a new Schedule A which shall amend, supplement or otherwise modify and update the prior Schedule to the then current date, and such updated Schedule A shall automatically be deemed to be a part of this Security Agreement.

3.9. Maintenance of Trademark Collateral. The Borrower and the Guarantors shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be deemed necessary or appropriate by the Borrower and the Guarantors in their reasonable business judgment to properly maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and Associated Goodwill relating thereto and sufficient Related Assets to preserve the Borrower's and the Guarantors' rights in the Trademarks. Without limiting the generality of the foregoing, the Borrower and the Guarantors shall pay when due all fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of such Trademark Collateral as may be deemed necessary or appropriate by the Borrower and the Guarantors in their reasonable business judgment to preserve the Trademarks.

3.10. Manner of Use of Trademarks. The Borrower and the Guarantors shall continue to use the Trademarks in their respective businesses in the same or similar manner as it has in the past, for registered Trademarks shall continue to use each Trademark in each jurisdiction of registration (and in interstate commerce for federally registered Trademarks in each and every class of goods or services for which it is registered), and in general shall continue to use the Trademarks in each and every class of goods and services applicable to the Borrower's and the Guarantors' current use of the Trademarks in their respective business as reflected in its current catalogs, brochures, advertising and price lists, all in order to maintain the Trademarks in full force, free from any claim or risk of abandonment for non-use. Notwithstanding the foregoing provisions of this Section or any other provision of this Security Agreement, the Borrower and the Guarantors shall have the right to discontinue use or prosecution of any registration application, in whole or in part of any Trademark, Trademark Registration, or Trademark Right

where such discontinuance is deemed necessary or desirable by the Borrower and the Guarantors in the exercise of their reasonable business judgment.

3.11. Intentionally Omitted.

3.12. Trademark Symbols and Notices. The Borrower and the Guarantors have in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate symbols, notices or legends of the registrations and ownership thereof consistent with past practice or as deemed necessary or appropriate by the Borrower and the Guarantors in their reasonable judgment.

3.13. No Conflicting Agreements. The Borrower and the Guarantors shall not take any actions or enter into any agreements, including but not limited to any agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademark Collateral, which are inconsistent with or would or might impair in any way the Borrower's and the Guarantors' representations, warranties and covenants herein, without the prior written consent of the Secured Party (which consent shall not be unreasonably withheld or delayed); provided, however, that, notwithstanding any other provision of this Security Agreement, so long as no Event of Default shall have occurred and be continuing, the Borrower and the Guarantors may license or dispose of the Trademark Collateral in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Security Agreement, or the other Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantors shall not permit the inclusion in any agreement to which it becomes a party of any provision which could or might in any way impair or prevent the creation of a security interest in or the conditional assignment of the Borrower's and the Guarantors' rights and interests in any property of material value acquired under such agreement which is included within the definition of Trademark Collateral.

3.14. No Abandonment. Except as otherwise permitted in Section 3.10 hereof, the Borrower and the Guarantors shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of the Borrower and the Guarantors shall include but not be limited to "assignments in gross" of any Trademark or the license of any Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision and enforcement by the Borrower and the Guarantors of the quality of the licensed goods or services.

3.15. Protection of Distinctiveness. The Borrower and the Guarantors shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.16. Enforcement of Licenses. Each of the Borrower and the Guarantors shall do all things as may be deemed necessary or appropriate by the Borrower and the Guarantors in their reasonable business judgment to insure that each licensee of any Trademark, in its use of the

Trademarks in its business, shall (i) comply fully with all applicable license agreements, and (ii) satisfy and perform all the same standards and obligations set forth herein (with respect to the Borrower's and the Guarantors use of the Trademarks) as fully as though such standards and obligations were set forth with respect to such licensee's use of the Trademarks. Each of the Borrower and the Guarantors shall do all things as may be deemed necessary or appropriate to comply with all the terms and conditions of all license agreements pursuant to which it is the licensee.

3.17. No Infringements. To the best of the Borrower's and the Guarantors' respective knowledge and belief, there is at present no material infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. The Borrower and the Guarantors shall use commercially reasonable efforts to detect any such infringement or unauthorized or improper use. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by the Borrower and the Guarantors, the Borrower and the Guarantors shall promptly notify the Secured Party and shall have the right to sue and recover therefor and to retain any and all damage so recovered or obtained. In the event the Borrower and the Guarantors fail so to sue or bring legal action, the Borrower and the Guarantors shall notify the Secured Party within sixty (60) days after the date of original notice to the Secured Party.

4. RIGHTS OF AND LIMITATIONS ON THE SECURED PARTY AND THE LENDERS. It is expressly agreed by the Borrower and the Guarantors that the Borrower and the Guarantors shall remain liable to observe and perform all the conditions and obligations to be observed and performed by them relating to the Trademark Collateral. The Secured Party and the Lenders shall not have any collateral obligation or liability under or in relation to the Trademark Collateral by reason of, or arising out of, this Security Agreement and the Secured Party's and each Lender's rights hereunder, or the assignment by the Borrower and the Guarantors to the Secured Party for the benefit of the Lenders of, or the receipt by the Secured Party and the Lenders of, any payment relating to any Trademarks, nor shall the Secured Party or the Lenders be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower and the Guarantors relating to the Trademark Collateral or be liable to any party on account of the Borrower's or any Guarantors' use of the Trademark Collateral, and the Borrower and the Guarantors will save, indemnify and keep the Secured Party and the Lenders harmless from and against all expense, loss or damage (including reasonable attorneys fees and expenses) suffered in connection with such obligations or use or suffered in connection with any suit, proceeding or action brought by the Secured Party in connection with any Trademark Collateral.

5. PRESERVATION OF TRADEMARK COLLATERAL; COOPERATION OF THE BORROWER AND THE GUARANTORS. Without limiting the obligations of the Borrower and the Guarantors under the Credit Documents, the Borrower and the Guarantors shall take such actions as are reasonably necessary to preserve and maintain its rights in and to the Trademark Collateral. Upon the reasonable request of the Secured Party, the Borrower and the Guarantors shall execute, acknowledge and deliver all documents and instruments reasonably necessary and take such other reasonable actions, including without limitation testifying in any

legal or administrative proceedings, as may be necessary or desirable to preserve or enforce the Borrower's and the Guarantors' respective rights in and to the Trademark Collateral or to accomplish the purposes of this Security Agreement or the Credit Documents.

6. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT.

6.1. Appointment of the Secured Party. The Borrower and the Guarantors hereby irrevocably constitute and appoint the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and the Guarantors and in the name of the Borrower and the Guarantors or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Borrower and the Guarantors, immediately upon and during the continuance of an a Section 2.2 Assignment, without notice to or assent by the Borrower, or the Guarantors, to do the following:

(a) to apply for and prosecute any applications for recording or registrations of any Trademark Collateral, and to file any affidavits or other documents necessary or desirable to preserve, maintain or renew any such registrations;

(b) to assign, sell or otherwise dispose of all or any part of the Borrower's and/or the Guarantors' respective right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A, and all registrations and recordings thereof and pending applications therefor;

(c) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Trademark; to defend any suit, action or proceeding brought against the Borrower or any Guarantor with respect to any Trademark Collateral; to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;

(d) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though the Secured Party (for the benefit of the Lenders) were the absolute owner thereof for all purposes;

(e) to do, at the Secured Party's option and the Borrower's and the Guarantors' expense, at any time or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve or realize upon the Trademark Collateral and the Secured Party's security interests therein, in order to effect the intent of this Security Agreement; and

(f) to execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as the Secured Party may in its sole discretion determine.

The Borrower and the Guarantors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

6.2. No Duty or Obligation. The powers conferred on the Secured Party and the Lenders hereunder are solely to protect the interests of the Secured Party and the Lenders in the Trademark Collateral and shall not impose any duty upon the Secured Party or the Lenders to exercise any such powers. The Secured Party and the Lenders shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and none of the Secured Party, the Lenders and any of their respective officers, directors, employees, attorneys, or agents shall be responsible to the Borrower and the Guarantors for any act or failure to act, except for its own willful misconduct taken or omitted in bad faith.

## 7. PERFORMANCE BY THE SECURED PARTY OF THE BORROWER'S AND GUARANTORS' OBLIGATIONS, INDEMNIFICATION.

7.1. Secured Party's Actions. If the Borrower and/or any Guarantor fail to perform or comply with any of their respective agreements contained herein and the Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Secured Party and the Lenders incurred in connection with such performance or compliance shall be paid by the Borrower and the Guarantors on demand and until so paid shall be added to the principal amount of the Credit Obligations and shall bear interest at the same rate as the Credit Obligations under the Credit Documents.

7.2. Indemnification. The Borrower and the Guarantors shall indemnify and hold harmless the Secured Party and the Lenders from and against any and all claims, actions, suits, or obligations, and shall indemnify and hold harmless the Secured Party and the Lenders from and against, and shall pay to the Secured Party on demand, any judgments, penalties, losses, damages, costs, disbursements, expenses or liabilities of any kind or nature (except those resulting from the Secured Party's or the Lenders' gross negligence or willful misconduct) arising in any way out of or in connection with this Security Agreement, the Trademark Collateral, custody, preservation, use, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure of the Borrower and the Guarantors to perform or observe any of the provisions hereof, or matters relating to any of the foregoing. The Borrower and the Guarantors shall also indemnify and hold harmless the Secured Party and the Lenders from and against any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in



connection with any fault, negligence, act or omission of the Borrower and/or the Guarantors (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such effectiveness).

8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default:

- (a) The Borrower's or any Guarantor's failure to pay any amount on the date or in the manner required hereunder;
- (b) The Borrower's or any Guarantor's default in the due performance or observance of any other covenant, condition or provision to be performed or observed by it hereunder; and
- (c) The occurrence of an Event of Default under any of the Credit Documents.

9. REMEDIES, RIGHTS UPON DEFAULT. If an Event of Default occurs and is continuing:

- (a) The Secured Party may exercise for the benefit of the Lenders, in addition to all other rights and remedies granted in the Credit Documents, in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Credit Obligations, all rights and remedies of a secured party under the Uniform Commercial Code and the rights and remedies listed at Section 2.3 (a), (b), (c), (e) and (f) hereof (whether or not the Section 2.2 Assignment is effective).
- (b) To the extent that it may lawfully do so, each of the Borrower and the Guarantors agrees that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Trademarks or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Security Agreement or the Credit Obligations and hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to the Secured Party in this Security Agreement, but will suffer and permit the execution of every such power as though no such laws were in force.
- (c) Borrower and the Guarantors shall be responsible for any and all expenses, including reasonable attorneys' fees and expenses, incurred or paid by the Secured Party and the Lenders in protecting or enforcing any rights of the Secured Party and the Lenders hereunder. The Secured Party and the Lenders shall also have the right to pay all other sums deemed necessary or desirable by it for the preservation and protection of the Trademarks, or for the realization thereupon, including taxes, insurance, application and renewal fees, and any other

fees or costs. All such sums so paid by the Secured Party shall be "Credit Obligations" within the meaning of the Credit Agreement, due upon demand.

10. NOTICES. Except as otherwise specified herein, all notices, requests, demands or other communications to or on the Borrower, the Guarantors, the Lenders or the Secured Party shall be in writing (including teletransmissions), and shall be given or made, as provided in the Credit Documents.

11. SEVERABILITY. Any provision herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. NO WAIVER OF RIGHTS. No failure to exercise nor any delay in exercising, on the part of the Secured Party or the Lenders, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege operate as a waiver of any further or complete exercise thereof. No waiver shall be effective unless in writing. No waiver or condonation of any breach on one occasion shall be deemed a waiver or condonation on any other occasion.

13. CUMULATIVE REMEDIES. This Security Agreement and the obligations of the Borrower and the Guarantors hereunder are in addition to and not in substitution for any other obligations or security interests now or hereafter held by the Secured Party for the benefit of the Lenders and shall not operate as a merger of any contract or debt or suspend the fulfillment of or affect the rights, remedies, powers, or privileges of the Secured Party or the Lenders in respect of any obligation or other security interest held by any of them for the fulfillment thereof. The rights and remedies provided hereunder are cumulative and not exclusive of any other rights or remedies provided by law or under the Credit Documents. In case of any conflict between any provision hereunder and any provision in the Credit Agreement, as amended or as may be amended from time to time, or the Guarantee and Security Agreement, as may be amended from time to time, the latter provision shall govern.

14. SPECIFIC ENFORCEMENT. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower and the Guarantors agree that the Borrower's and the Guarantors' agreements, duties and obligations under this Security Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

15. SUCCESSORS, JOINT AND SEVERAL LIABILITY. This Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Guarantors, the Secured Party, the Lenders, and their respective successors and assigns, except that the Borrower and the Guarantors may not assign or transfer its rights or obligations hereunder without the prior written consent of the Secured Party and the Lenders. The Secured Party and/or the Lenders may from time to time assign their respective rights and delegate their respective obligations, in which

event the Borrower and the Guarantors shall only have recourse to the assignee for the performance of the Secured Party's or any Lenders' obligations that have been so delegated. The liability of the Borrower and the Guarantors hereunder shall be joint and several.

16. GOVERNING LAW. This Security Agreement shall be governed by, and construed and interpreted in accordance with; the laws of the Commonwealth of Massachusetts, without regard to conflicts of law rules.

17. COUNTERPARTS. This Security Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. DESCRIPTIVE HEADINGS. The captions in this Security Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

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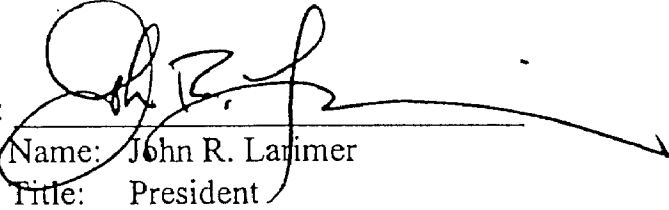
IN WITNESS WHEREOF, each of the Borrower, the Guarantors, and the Secured Party has caused this Security Agreement to be executed by its duly authorized officer as of the date first written above.

Witness:

GENERAL ROOFING SERVICES, INC.

James I. Furman

By:

  
Name: John R. Larimer  
Title: President

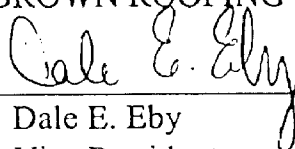
Witness:

GUARANTORS:

ANTHONY ROOFING, LTD.  
AVON ROOF SERVICES, INC.  
B&R ROOFING COMPANY  
BE MERGER CO.  
BLACKMORE AND BUCKNER ROOFING, INC.  
C.E.I. FLORIDA, INC.  
CEI ROOFING, INC.  
CEI WEST ROOFING COMPANY, INC.  
CYCLONE ROOFING COMPANY  
DAKOTA LEASING, INC.  
GENERAL ROOFING ACQUISITION CORP.  
GRI OF SOUTH FLORIDA, INC.  
GRI OF WEST FLORIDA, INC.  
GRS NATIONAL SERVICES, INC.  
GRS VENDOR RELATIONS, INC.  
HARRINGTON-SCANLON ROOFING COMPANY, INC.  
REGISTER CONTRACTING COMPANY, INC.  
ROOFCARE, INC.  
ROOFCARE CONSTRUCTION SERVICES INC.  
ROOFERS, INCORPORATED  
S&B ROOFING SERVICES, INC.  
SAI WHOLESALE DISTRIBUTORS, INC.  
SPECIALTY ASSOCIATES, INC.  
THERREL-KIZER ROOFING, INC.  
TOP CONCEPTS, INC.  
TUCKAHOE METAL & ROOFING, INC.  
UNITED ROOFING & CONSTRUCTION, INC.  
WRIGHT-BROWN ROOFING COMPANY

James I. Furman

By:

  
Name: Dale E. Eby  
Title: Vice President

FLEET NATIONAL BANK, as Administrative Agent for  
the benefit of the Lenders

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida

COUNTY OF Broward

June 15, 2001

Then personally appeared the above-named John R. Larimer and stated that he is a duly authorized officer of General Roofing Services, Inc., and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me,



Angela R. Pettus  
MY COMMISSION # CC876280 EXPIRES  
January 8, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Angela R. Pettus  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

\_\_\_\_\_, 2001

Then personally appeared the above-named \_\_\_\_\_ and stated that he is a duly authorized officer of Fleet National Bank, as Administrative Agent for the Lenders, and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation, before me,

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

FLEET NATIONAL BANK, as Administrative Agent for  
the benefit of the Lenders

Charles B. Rollins

Charles B. Rollins

By:

Christopher N. Soter

Name: Christopher N. Soter

Title: Vice President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, 2001

Then personally appeared the above-named \_\_\_\_\_ and stated that he is a duly  
authorized officer of \_\_\_\_\_, and acknowledged the foregoing to be his  
free act and deed and the free act and deed of said corporation, before me,

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

June 29, 2001

Then personally appeared the above-named Christopher N. Soter and stated that he is a duly  
authorized officer of Fleet National Bank, as Administrative Agent for the Lenders, and  
acknowledged the foregoing to be his free act and deed and the free act and deed of said  
corporation, before me,

Nicole M. Davis

NOTARY PUBLIC

MY COMMISSION EXPIRES: Dec. 22, 2001

**SCHEDULE A TO**  
**SECURITY AGREEMENT**

**TRADEMARKS, TRADEMARK REGISTRATIONS,**  
**SERVICE MARKS, AND LICENSES THEREOF**

<u>Trademark or Service Mark</u>	<u>Registrations-</u> <u>United States Patent and Trademark Office</u>		
	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
General Roofing Services, Inc.	2,350,706	5/16/00	General Roofing Services, Inc.
AMERICA'S MOST TRUSTED ROOFING CONTRACTORS	2,365,701	7/11/00	General Roofing Services, Inc.
GENERAL ROOFING	2,446,171	4/24/01	General Roofing Services, Inc.
GENERAL ROOFING INDUSTRIES	2,236,757	4/6/99	General Roofing Industries, Inc.
GRI (with design of a star above the "i")	2,240,647	4/20/99	General Roofing Industries, Inc.
GRI	2,236,758	4/6/99	General Roofing Industries, Inc.
CEI (with double underlining over and under the capitalized letters) <sup>1</sup>	1,513,926	11/22/88	CEI Industries, Inc.

<u>Registrations -</u> <u>State of Florida</u>			
	<u>Trademark</u>	<u>Registration Date</u>	<u>Owner</u>
	<u>Application No.</u>		
GRI with design of a star above the "i"	T15792	4/16/92	GRI of South Florida, Inc.

<sup>1</sup> This Trademark is owned by CEI Industries, Inc., a Michigan corporation which was dissolved in 1997. Pursuant to a consent resolution of the Board of Directors of CEI Industries, Inc. dated January 31, 1994, CEI Industries, Inc. granted CEI Roofing, Inc., C.E.I. Florida, Inc. and CEI West Roofing Company, Inc. the nonexclusive use of the CEI (with double underlining over and under the capitalized letters) Trademark.

Pending Applications-  
United States Patent and Trademark Office

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
GENERAL ROOFING THE NATIONAL LEADER NEXT DOOR (in stylized lettering and with a slanted oval design)	75/851,950	11/18/99	General Roofing Services, Inc.
THE NATIONAL LEADER NEXT DOOR	75/851,941	11/18/99	General Roofing Services, Inc.
GENERAL ROOFING (in stylized lettering and with a slanted oval design)	75/851,942	6/13/00	General Roofing Services, Inc.
GRS	75/510,973	6/30/98	General Roofing Services, Inc.
ROOFCARE BY GENERAL ROOFING (in stylized lettering and with a slanted oval design)	76/139,829	10/3/00	General Roofing Services, Inc.



**SCHEDULE A TO**  
**SECURITY AGREEMENT (CON'T)**

**TRADEMARKS, TRADEMARK REGISTRATIONS,**  
**SERVICE MARKS, AND LICENSES THEREOF**

Trademark or Service Mark      Registrations – United States Patent and Trademark Office

	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
generalRoofing, the National Leader Next Door (in stylized lettering)	2,553,522		General Roofing Services, Inc.
generalRoofing	2,564,241		General Roofing Services, Inc.
GRS	2,460,706		General Roofing Services, Inc.
THE NATIONAL LEADER NEXT DOOR	2,476,614		General Roofing Services, Inc.

Pending Applications –  
United States Patent and Trademark Office

	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
CAREPREFERRED BY GENERALROOFING	78/088444		General Roofing Services, Inc.
CAREPLUS BY GENERALROOFING	78/088443		General Roofing Services, Inc.
CAREBASIC BY GENERALROOFING	78/088438		General Roofing Services, Inc.

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SCHEDULE B TO  
SECURITY AGREEMENT  
CLAIMS OR PROCEEDINGS

Attorney Frederick J. Hanna forwarded to the Borrower a memorandum dated September 9, 1998 indicating that he represents a Georgia corporation with the same name as General Roofing Services, Inc.

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_, a \_\_\_\_\_ corporation ("Seller"), hereby transfers, conveys and assigns to \_\_\_\_\_, a \_\_\_\_\_ with an address of \_\_\_\_\_, all of the Seller's rights, title and interest in and to the trademarks and service marks listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the registrations therefor and including all rights to sue and recover for past infringements of said Trademarks and the registrations therefor.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ACKNOWLEDGMENT

\_\_\_\_\_) \_\_\_\_\_, 2001  
County of \_\_\_\_\_)

On this day before me appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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