

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|--|---|--------------------------------------|-------------|--|--|------------|--------------------------------------|--|--|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Roofing Services, a Tecta America Company, LLC</td> <td></td> <td>06/30/2005</td> <td>LIMITED LIABILITY COMPANY: WISCONSIN</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Roofing Services, a Tecta America Company, LLC | | 06/30/2005 | LIMITED LIABILITY COMPANY: WISCONSIN | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | |
| Roofing Services, a Tecta America Company, LLC | | 06/30/2005 | LIMITED LIABILITY COMPANY: WISCONSIN | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| Name: | Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc. | | | | | | | | | | |
| Street Address: | 222 N. LaSalle Street - Suite 1600 | | | | | | | | | | |
| City: | Chicago | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | |
| Postal Code: | 60601 | | | | | | | | | | |
| Entity Type: | CORPORATION: DELAWARE | | | | | | | | | | |
| PROPERTY NUMBERS Total: 15 | | | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | | | |
| Registration Number: | 2350706 | GENERAL ROOFING SERVICES INC. | | | | | | | | | |
| Registration Number: | 2365701 | AMERICA'S MOST TRUSTED ROOFING CONTRACTORS | | | | | | | | | |
| Registration Number: | 2446171 | GENERAL ROOFING | | | | | | | | | |
| Registration Number: | 2564241 | GENERAL ROOFING | | | | | | | | | |
| Registration Number: | 2460706 | GRS | | | | | | | | | |
| Registration Number: | 2714701 | CAREPLUS BY GENERALROOFING | | | | | | | | | |
| Registration Number: | 2643489 | GENERAL ROOFING | | | | | | | | | |
| Registration Number: | 2553522 | GENERAL ROOFING THE NATIONAL LEADER NEXT DOOR | | | | | | | | | |
| Registration Number: | 2632832 | ROOFCARE BY GENERAL ROOFING | | | | | | | | | |
| Registration Number: | 2828505 | CAREPREFERRED BY GENERALROOFING | | | | | | | | | |
| Registration Number: | 2833031 | CAREBASIC BY GENERALROOFING | | | | | | | | | |
| Registration Number: | 2476614 | THE NATIONAL LEADER NEXT DOOR | | | | | | | | | |
| Registration Number: | 2236757 | GENERAL ROOFING INDUSTRIES | | | | | | | | | |
| | | | | | | | | | | | |

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TRADEMARK
REEL: 003324 FRAME: 0980

| | | |
|----------------------|---------|-----|
| Registration Number: | 2240647 | GRI |
| Registration Number: | 2236758 | GRI |

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7897
 Email: hmill@vedderprice.com
 Correspondent Name: Holly Miller
 Address Line 1: 222 North LaSalle Street - 24th Floor
 Address Line 4: Chicago, ILLINOIS 60601

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 35330.00.0024 |
| NAME OF SUBMITTER: | Holly Miller |
| Signature: | /Holly Miller/ |
| Date: | 06/06/2006 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2005 by Roofing Services, a Tecta America Company, LLC, a Wisconsin limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Tecta America Corp., a Wisconsin corporation ("Borrower"), Grantee and Lenders are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Grantor, along with the other Loan Parties, has executed and delivered a Second Amended and Restated Guaranty dated as of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") of certain obligations of Borrower, including all obligations of Borrower under the Credit Agreement;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of August 4, 2004 among Grantor, Grantee, Borrower and certain other Loan Parties (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and Grantor's obligations under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

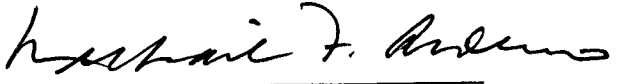
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Signature Pages Follow

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ROOFING SERVICES, A TECTA
AMERICA COMPANY, LLC**

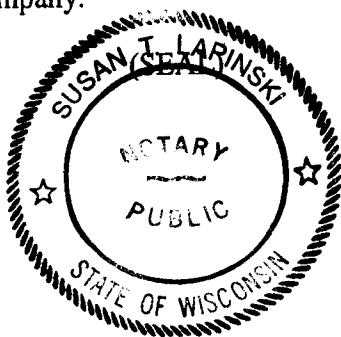
By: 

Name: Michael F. Arduino

Title: Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 30th day of June, 2005, by Michael F. Arduino, personally known to me to be the Vice President of ROOFING SERVICES, A TECTA AMERICA COMPANY, LLC, on behalf of such company.



Susan T. Lapinski
Notary Public

My commission expires 5/25/08

Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial Services
Inc., as Agent

By: 

Name: Mark Gertzof

Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Serial No.</u> | <u>Application Date</u> |
|---|-------------------------|--------------------------|-------------------|-------------------------|
| General Roofing Services, Inc. | 2,350,706 | 5/16/00 | 75458289 | 3/27/98 |
| AMERICA'S MOST TRUSTED ROOFING CONTRACTORS | 2,365,701 | 7/11/00 | 75511274 | 6/30/98 |
| GENERAL ROOFING | 2,446,171 | 4/24/01 | 75923048 | 2/18/00 |
| generalRoofing | 2,564,241 | 4/23/02 | 75851945 | 6/13/00 |
| GRS | 2,460,706 | 6/19/01 | 75510973 | 6/30/98 |
| CAREPLUS BY GENERALROOFING | 2,714,701 | 5/6/03 | 78088443 | 10/15/01 |
| GENERAL ROOFING (in stylized lettering and wit a slanted oval design) | 2,643,489 | 10/29/02 | 75851942 | 6/13/00 |
| GENERALROOFING, THE NATIONAL LEADER NEXT DOOR (in stylized lettering) | 2,553,522 | 3/26/02 | 75851950 | 11/18/99 |
| ROOFCARE BY GENERAL ROOFING (in stylized lettering and with a slanted oval design) | 2,632,832 | 10/8/02 | 76139829 | 10/3/00 |
| CAREPREFERRED BY GENERAL ROOFING | 2,828,505 | 3/30/04 | 78088444 | 10/15/01 |
| CARE BASIC BY GENERALROOFING | 2,833,031 | 4/13/04 | 78088438 | 10/15/01 |
| THE NATIONAL LEADER NEXT DOOR | 2,476,614 | 8/7/01 | 75851941 | 11/18/99 |
| GENERAL ROOFING INDUSTRIES | 2,236,757 | 4/6/99 | 75444496 | 3/4/97 |
| GRI (with design of a star above the "i") | 2,240,647 | 4/20/99 | 75444333 | 3/4/98 |
| GRI | 2,236,758 | 4/6/99 | 75444497 | 3/4/98 |

TRADEMARK APPLICATIONS

NONE