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
Delta Roofing, LLC		06/28/2007	LIMITED LIABILITY
Delta Roolling, ELC		00/20/2007	COMPANY: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77045250	DELTA ROOFING

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.138
NAME OF SUBMITTER:	Nancy Brougher

TRADEMARK REEL: 003572 FRAME: 0243

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Signature:	/njb/	
Date:	07/02/2007	
Total Attachments: 4 source=Delta Trademark Security Agreement#page1.tif source=Delta Trademark Security Agreement#page2.tif source=Delta Trademark Security Agreement#page3.tif source=Delta Trademark Security Agreement#page4.tif		

TRADEMARK REEL: 003572 FRAME: 0244

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of June, 2007, by Delta Roofing, LLC, a New Hampshire 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"):

WITNESSETH

WHEREAS, pursuant to the terms of a certain Reaffirmation of and Joinder to Guaranty and Security Documents (the "Reaffirmation") and the Security Agreement (as defined in the Reaffirmation), 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 Grantor under that certain Second Amended and Restated Credit Agreement dated as of December 11, 2006, by and among Tecta America Corp., Grantee and the Lenders (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement").

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. <u>Incorporation of Credit Agreement and Security Agreement</u>. 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 <u>Schedule 1</u> 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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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DBLTA ROOFING, LLC, a New Hampshire limited liability company

Name: Mark F. Santacrose, Manager

Agreed and Accepted
As of the Date First Written Above

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

Ву:	
Name:	
Title:	

Signature Page To Trademark Security Agreement

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

> DELTA ROOFING, LLC, a New Hampshire limited liability company

Ву:		
Name:	 	
Title:		

Agreed and Accepted As of the Date First Written Above

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

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	Registration No.	Registration Date	<u>Serial No</u> .	Application Date
Delta Roofing	N/A	N/A	77-045250	N/A

TRADEMARK APPLICATIONS

None

TRADEMARK REEL: 003572 FRAME: 0248

RECORDED: 07/02/2007