

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEADWATERS INCORPORATED		02/03/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	MORGAN STANLEY & CO. INCORPORATED
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77621417	COASTALREEF
Serial Number:	77615057	PERFORMANCE POZZOLAN 2
Serial Number:	77615052	P 2

## CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: JLIK@SHEARMAN.COM

Correspondent Name: SHARON HERMAN

Address Line 1: 599 LEXINGTON AVENUE

Address Line 2: SHEARMAN &amp; STERLING LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

35613/2942

NAME OF SUBMITTER:

SHARON HERMAN

900128433

TRADEMARK  
REEL: 003945 FRAME: 0597

CH \$90.00 77621417

Signature:	/SHARON HERMAN/
Date:	03/03/2009
Total Attachments: 3 source=IP Security Agreement Supplement#page1.tif source=IP Security Agreement Supplement#page2.tif source=IP Security Agreement Supplement#page3.tif	

## ANNEX A TO COMPLIANCE CERTIFICATE

### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated February 3, 2009, is made by the Person listed on the signature page hereof (the "Grantor") in favor of MORGAN STANLEY & CO. INCORPORATED ("MSI"), as collateral agent (the "Collateral Agent") for the Holders of Secured Obligations (as defined in the Credit Agreement referred to below).

WHEREAS, HEADWATERS INCORPORATED, a Delaware corporation, has entered into a Credit Agreement dated as of September 8, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with, among others, MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent, MSI, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Pledge and Security Agreement dated September 8, 2004 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated September 8, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Holders of Secured Obligations, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders of Secured Obligations, a security interest in all of such Grantor's right, title and interest in and to the patents, trademarks, copyrights and license agreements set forth in Schedule II to Compliance Certificate (the "Additional Collateral").

SECTION 2. Supplement to Security Agreement. Exhibit B to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of

all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Upon the termination of the pledge and security interest granted under the Security Agreement in accordance with Section 7.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in Additional Collateral acquired under this IP Security Agreement Supplement.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

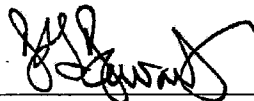
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Headwaters Incorporated

By



Name: Steven G. Stewart

Title: Chief Financial Officer

Address for Notices:

Headwaters, Incorporated

10653 S. Riverfront Parkway, Suite 300

South Jordan, UT 84095

## SCHEDULE II TO COMPLIANCE CERTIFICATE

### NEW APPLICATIONS TO REGISTER PATENTABLE INVENTIONS, TRADEMARKS AND COPYRIGHTS

1. New Patents Filed: None  
New Patents Issued: None

2. New Trademarks Filed:

Registered Owner	Trademark	Country	Application No	Application Date	Registration No	Registration Date
Eldorado Stone Operations LLC	COASTALREEF	US	77/621417	25-Nov-2008		
Headwaters Resources, Inc.	P2 PERFORMANCE POZZOLAN & Design	US	77/615057	14-Nov-2008		
Headwaters Resources, Inc.	P2 (Stylized #2)	US	77/615052	14-Nov-2008		

#### New Trademarks Registered:

Registered Owner	Trademark	Country	Application No	Application Date	Registration No	Registration Date
Eldorado Stone Operations LLC	CYPRESS RIDGE	US	77/148223	04-Apr-2007	3521444	21-Oct-2008
Dutch Quality Stone, Inc.	DUTCH QUALITY STONE	US	77/188179	23-May-2007	3523176	28-Oct-2008
Headwaters Incorporated	HCAT	Taiwan	096053628	13-Nov-2007	01331785	01-Oct-2008
Headwaters Incorporated	HCAT	US	77/042411	13-Nov-2006	3513091	07-Oct-2008

3. New Copyrights Filed:

Matter	Country	Registered Owner
New Eldorado Stone Product Catalog Filed 10/6/08	US	Eldorado Stone Operations LLC

New Copyrights Registered: None

## SCHEDULE III TO COMPLIANCE CERTIFICATE

1. New Commercial Tort Claims: None