

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALL AMERICAN ROOFING, INC.		03/18/2011	CORPORATION: ILLINOIS
ALL AMERICAN COMMERCIAL ROOFING, INC.		03/18/2011	CORPORATION: ILLINOIS
ALL STATE EQUIPMENT RENTAL, INC.		03/18/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3657819	ALL AMERICAN
Registration Number:	3657822	AA
Registration Number:	3657826	AAR

CORRESPONDENCE DATA

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-456-8400
 Email: chiipmail@gtlaw.com
 Correspondent Name: Howard E. Silverman - gnm
 Address Line 1: 77 W. Wacker Drive
 Address Line 2: Greenberg Traurig, LLP - Suite 3100
 Address Line 4: Chicago, ILLINOIS 60601-1732

TRADEMARK

ATTORNEY DOCKET NUMBER:	126223.010800
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	05/16/2011
Total Attachments: 6 source=Roofing_Executed Trademark Security Agreement (2)#page1.tif source=Roofing_Executed Trademark Security Agreement (2)#page2.tif source=Roofing_Executed Trademark Security Agreement (2)#page3.tif source=Roofing_Executed Trademark Security Agreement (2)#page4.tif source=Roofing_Executed Trademark Security Agreement (2)#page5.tif source=Roofing_Executed Trademark Security Agreement (2)#page6.tif	

**SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF
TRADEMARKS AND TRADENAMES**

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES (this "Agreement") dated as of March 18, 2011 is entered into among ALL AMERICAN ROOFING, INC., an Illinois corporation ("All American Roofing"), ALL AMERICAN COMMERCIAL ROOFING, INC., an Illinois corporation ("All American Commercial Roofing"), ALL STATE EQUIPMENT RENTAL, INC., an Illinois corporation ("All State Equipment") (All American Roofing, All American Commercial Roofing and All State Equipment are collectively referenced herein as the "Grantors" and each individually, a "Grantor") and THE PRIVATEBANK AND TRUST COMPANY (herein, together with its successors and assigns, called the "Lender") with reference to the following:

A. Grantors and Lender are entering into a Loan and Security Agreement dated as of even date herewith (as amended, restated or modified from time to time, the "Loan Agreement"), pursuant to which Lender has made and, in the future, may make loans (collectively, the "Loans") to Grantors to be used as provided in the Loan Agreement.

B. It is a condition precedent, among others, to the making of the Loans under the Loan Agreement and all other Loan Documents that the Grantors shall have executed and delivered this Agreement and granted the security interest contemplated hereby to Lender.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Loan Agreement.

2. GRANT OF SECURITY INTEREST.

2.1 Trademarks. To secure the complete and timely satisfaction of all the Obligations, each Grantor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed trademarks, trade names, corporate names, names of each Grantor, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Exhibit A, and the right to obtain all renewals thereof (collectively, the "Trademarks").

2.2 Restrictions on Future Agreements. Grantors agree that, until the Obligations shall have been paid in full, Grantors will not, without the Lender's prior written consent enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Grantors under this Agreement. Grantors further agree that they will not take any action or permit any action to be taken by any other Person subject to the control of the Grantors, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

2.3 New Trademarks. Each Grantor represents and warrants that the Trademarks listed on Exhibit A constitute all of the Trademarks now owned by Grantors which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Grantors shall (i) obtain any new Trademarks or rights thereto, or (ii) become entitled to the benefit of any Trademark, Grantors shall give to the Lender prompt written notice thereof. Each Grantor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A to include any such Trademarks.

2.4 Term. The term of this Agreement and the assignment granted herein shall extend until the Termination Date.

2.5 No Duties of Lender. Both prior to and after an Event of Default Lender shall have no duty to and shall not in any manner be responsible for, taking any action to maintain or protect the Trademarks.

2.6 The Lender's Right to Sue. Upon and after an occurrence of an Event of Default, the Lender shall, if Grantors refuse to bring a requested action, have the right (at its sole cost and expense), but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and if the Lender shall commence any such suit, Grantors shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

2.7 Additional Documents. Each Grantor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.

2.8 Deliveries of Grantors. Grantors will deliver to the Lender, upon request of the Lender, evidence that appropriate filings have been made to perfect the security interest granted hereby, including, without limitation, filings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.

3. DEFAULT.

3.1 REMEDIES CUMULATIVE. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

4. MISCELLANEOUS.

4.1 Waivers. No course of dealing between Grantors and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4.3 Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 2.3** hereof or by a writing signed by the parties hereto.

4.4 Binding Effect; Benefits. This Agreement shall be binding upon Grantors and their successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns. The Trademarks subject to a security interest under this Agreement may not be assigned by Grantors to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Grantors's assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Loan Agreement.

4.7 Headings. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.

4.8 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTORS:

ALL AMERICAN ROOFING, INC.,
an Illinois corporation

By: Rosa Taitler
Title: President

ALL AMERICAN COMMERCIAL ROOFING, INC.,
an Illinois corporation

By: Rosa Taitler
Title: President

ALL STATE EQUIPMENT RENTAL, INC.,
an Illinois corporation

By: Rosa Taitler
Title: President

LENDER:

THE PRIVATEBANK AND TRUST COMPANY,
as Issuing Lender and as Lender

By: _____
Title: _____

The parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

GRANTORS:

ALL AMERICAN ROOFING, INC.,
an Illinois corporation

By: _____
Title: _____

ALL AMERICAN COMMERCIAL ROOFING, INC.,
an Illinois corporation

By: _____
Title: _____

ALL STATE EQUIPMENT RENTAL, INC.,
an Illinois corporation

By: _____
Title: _____

LENDER:

THE PRIVATEBANK AND TRUST COMPANY,
as Issuing Lender and as Lender

By: John M. O'Connell
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 004542 FRAME: 0238

EXHIBIT A
Trademarks

United States Patent and Trademark Office Registration No. 3,657,819 for the service mark “All America” for roofing consultation roofing contracting, roofing installation, roofing repair, roofing services, in Class 73 (U.S. CLS. 100, 103, and 106)

United States Patent and Trademark Office Registration No. 3,657,822 for the service mark “AA” with a triangle, for roofing consultation roofing contracting, roofing installation, roofing repair, roofing services, in Class 73 (U.S. CLS. 100, 103, and 106)

United States Patent and Trademark Office Registration No. 3,657,826 for the service mark “AAR” within a triangle within a triangle, for roofing consultation roofing contracting, roofing installation, roofing repair, roofing services, in Class 73 (U.S. CLS. 100, 103, and 106)