

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DaVinci Roofscapes, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Kansas

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 24, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: EverBank Commercial Finance, Inc.

Internal

Address: _____

Street Address: 10 Waterview Boulevard

City: Parsippany

State: NJ

Country: USA Zip: 07054

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list of 13 Registration Numbers

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: joseph.borgman@wolterskluwer.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868
Expiration Date 6-15

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Sheila Mahon
Signature

December 27, 2012

Date

Sheila Mahon

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

OP \$290.00 3394259

TRADEMARKS

Trademark	Goods (Int'l Cl. No.)	Registration No. (Registration Date)
DAVINCI ROOFSCAPES®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,394,258 (March 11, 2008)
DAVINCI FANCY SHAKE®	Synthetic roofing tiles, shingles and panels (Int'l Cl. 19)	3,624,499 (May 19, 2009)
BELLAFORTE®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,670,814 (August 18, 2009)
DAVINCI ECOBLEND®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,670,897 (August 18, 2009)
DAVINCI VARIBLEND®	Synthetic non-metal roofing tiles and shingles (Int'l Cl. 19)	3,777,216 (April 20, 2010)
MASTERPIECE CONTRACTOR®	Arranging and conducting incentive reward programs to promote the sale of synthetic (non-metal) roofing tiles, shingles and panels (Int'l Cl. 35)	3,788,006 (May 11, 2010)
VALORE SHAKE®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,802,231 (June 15, 2010)
VALORE SLATE®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,802,232 (June 15, 2010)
BELLAFORTE ECOBLEND®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,828,088 (August 3, 2010)
THE ART AND SCIENCE OF ROOFING®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,901,463 (January 4, 2011)
A RENAISSANCE IN ROOFING®	Synthetic non-metal roofing tiles, shingles and panels (Int'l Cl. 19)	3,901,464 (January 4, 2011)
BELLAFORTE®	Synthetic roofing tiles, shingles and panels (Int'l Cl. 19)	301864198 (March 21, 2011)

Supplements: Description of Equipment - long MEIA V2 01012012

BELLAFORTE®	Synthetic roofing tiles, shingles and panels, not of metal (Int'l Cl. 19)	9242309 (May 28, 2012)
-------------	---	---------------------------

Borrower and Lender must sign below to confirm, accept and make binding this Addendum to the Master Security Agreement.

EVERBANK COMMERCIAL FINANCE, INC.

Lender

By

Shelia Mahon
Print Name Operations Team Leader

Title

Date

12/28/12

DAVINCI ROOFSCAPES, L.L.C.

Borrower

x

By

Raymond A. Rosewall

Print name

President & CEO

Title

December 24, 2012

Date

Supplemental Description of Equipment - long MEI.A V2 01Q12012

TRADEMARK
REEL: 004939 FRAME: 0730



MASTER SECURITY AGREEMENT

EverBank Commercial Finance, Inc.
10 Waterview Boulevard, Parsippany, NJ 07054

BORROWER INFORMATION	Borrower Name DAVINCI ROOFSCAPES L.L.C.	Federal Tax ID Number 48-1215520
	Headquarters Street Address/City/County/State/Zip 1413 OSAGE AVE, KANSAS CITY, KS 66105	
	Master Security Agreement Number 40893083	Borrower Phone Number 855-299-5301

This MASTER SECURITY AGREEMENT ("Security Agreement") is made this December 24, 2012 by and between EverBank Commercial Finance, Inc. ("Lender") and the Borrower referenced above ("Borrower"). The parties agree as follows:

1. CREATION OF SECURITY INTEREST. Borrower hereby grants to Lender a first-priority security interest in and to the equipment, software, fixtures, personal property and/or other property described in each schedule ("Note and Schedule") from time to time executed by Borrower that incorporates this Security Agreement by reference (such property together with all present and future substitutions, replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment") and in any other collateral in which Borrower grants Lender a security interest (such other collateral and the Equipment being referred to herein as the "Collateral"). Such security interest secures the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Borrower to Lender, now existing or arising in the future, whether under this Security Agreement, any Note and Schedule, or otherwise. Each Note and Schedule shall constitute an agreement separate and distinct from this Security Agreement and any other Note and Schedule. In the event of a conflict between the terms and conditions of a Note and Schedule and the terms and conditions of this Security Agreement, the terms and conditions of the Note and Schedule shall govern, but only with respect to the corresponding Note and Schedule.

2. TERM. The obligations of the parties shall commence upon the execution of this Security Agreement as of the date stated above and shall continue until each party has satisfied their respective obligations in this Security Agreement and under each Note and Schedule. The "Advance Date" for each Note and Schedule shall mean the date that Lender has disbursed the loan proceeds or otherwise advances funds in connection with a Note and Schedule.

3. INTEREST ADJUSTMENTS; LATE CHARGES. Borrower agrees to pay the amount of each periodic installment payment, in the manner and at such times, as specified in the Note and Schedule, due and payable without notice or demand, and, in addition, such other charges, advances or reimbursements owed Lender pursuant to this Security Agreement, due upon demand by Lender from time to time. Borrower authorizes Lender to increase the interest rate specified in a Note and Schedule, if the Advance Date occurs after the date Lender proposed such Note and Schedule to Borrower, to reflect any increase (i) from the date of such proposal and (ii) to the Advance Date in the interest rate swaps ("Swaps Rate") that most closely approximates the term of such Note and Schedule (determined as of the last day in the week ending prior to each of such dates). The Swaps Rate is published in the Federal Reserve Statistical Release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. All payments shall be made to the order of Lender at Lender's office or such other place as Lender may designate in writing from time to time. Should Borrower fail to make any part of a payment within 10 days of its due date, Lender shall (a) impose a late charge equal to 5% of the amount of the late payment, and (b) commencing 30 days after any such payment is due under a Note and Schedule, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law.

4. DELIVERY AND INSTALLATION. Borrower will select the Equipment to meet its specifications and make all delivery arrangements with each supplier thereof and will pay all transportation,

packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Borrower or the supplier will bear responsibility for risk of loss of the Equipment. Lender shall have no liability to Borrower for delivery delays or failure of the supplier to deliver goods meeting the Equipment specifications.

6. DISCLAIMER OF WARRANTIES. Borrower has selected the Equipment based upon Borrower's own judgment and without reliance upon Lender. Borrower acknowledges that Lender is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lender. **LENDER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS.** Lender will have no liability to Borrower or third parties for any direct, indirect, special or consequential damages of any kind or nature arising out of this Security Agreement, any Note and Schedule, or in connection with the Equipment. Borrower's obligations to Lender shall be absolute and unconditional regardless of the existence or condition of the Equipment or its suitability for use in Borrower's business.

8. OWNERSHIP. Borrower will at all times be the sole owner of the Collateral and will use the Collateral only for business or commercial purposes. Borrower, at its expense, will keep the Collateral free from all claims, liens, encumbrances and legal processes of Borrower's creditors and other parties, except for the security interest created herein in favor of Lender. Borrower irrevocably authorizes Lender to file a copy of this Security Agreement and/or any other document as a financing statement and appoints Lender or its designee as Borrower's attorney-in-fact to execute and file, on Borrower's behalf, if required, such financing statements covering the Collateral as Lender may deem necessary and reimburse Lender for cost of such filings and lien searches. At Lender's request, Borrower shall affix identification plates or markings to the Collateral clearly indicating Lender's interest therein.

7. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Borrower, at its expense, shall obtain all such waivers as Lender may reasonably require to assure Lender's first-priority security interest in, access to and right to remove the Equipment.

8. USE, LOCATION AND INSPECTION. Borrower shall possess and use the Equipment within the United States for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Borrower shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Borrower's direction and responsibility,

Master Security Agreement - Industrial V2 01052012

to the location specified in the Note and Schedule and shall not thereafter be removed from such location without the advance written consent of Lender. Lender shall have the right from time to time during Borrower's normal business hours to enter upon Borrower's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Collateral and all of Borrower's books and records relating thereto. Borrower shall not, except with Lender's prior written consent, part with possession or control of the Collateral or sell, rent, transfer or dispose of the Collateral.

9. TAXES AND FEES. Borrower will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes, assessments, license fees and charges which may be imposed by any governmental entity relating to the Collateral during the term of this Security Agreement.

10. RISK OF LOSS. Borrower is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured. Borrower is required to make all payments due and payable under the applicable Note and Schedule even if there is a Loss of the Equipment. Borrower must notify Lender in writing immediately of any Loss. Then, at Lender's option, Borrower will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lender, and grant to Lender a first-priority security interest in such replacement equipment, or (c) pay Lender the amounts specified in Section 16 below.

11. MAINTENANCE, REPAIRS AND ALTERATIONS. Borrower shall, at its expense, keep all of the Collateral in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Collateral will be maintained and preserved, reasonable wear and tear excepted. Borrower shall not, without the written approval of Lender, make any alterations or modifications to the Collateral except for upgrades that do not impair the value, utility or marketability of the Collateral. All such alterations, modifications or upgrades will become part of the Collateral and subject to Lender's security interest therein. Borrower shall keep software that is part of any Collateral current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

12. INSURANCE. Borrower shall provide and maintain, at its expense, property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lender as loss payee. Upon request, Borrower shall provide to Lender certificates or other evidence of such insurance and of public liability insurance. Such insurance will be in a form, amount and with companies acceptable to Lender, and will provide that Lender will be given 30 days advance notice of any cancellation or material change of such insurance. Lender reserves the right to reject Borrower's insurance carrier for reasonable cause. IF BORROWER DOES NOT GIVE LENDER EVIDENCE OF INSURANCE ACCEPTABLE TO LENDER, LENDER HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LENDER'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS SECURITY AGREEMENT. LENDER MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LENDER'S FEES FOR LENDER'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LENDER MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM BORROWER UNDER THIS SECURITY AGREEMENT. Such insurance may duplicate coverage provided under Borrower's existing policy. Borrower will pay the insurance charge in equal installments allocated to the periodic installment payments remaining under such Note and Schedule that is applicable to the Equipment being insured. Nothing in this Security Agreement will create an insurance relationship of any type between Lender and any other person. Borrower acknowledges that Lender is not required to secure or maintain any insurance, and Lender will not be liable to Borrower if Lender terminates any insurance coverage that Lender arranges. Borrower hereby appoints Lender as Borrower's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

13. ACCESS TO AND REMOVAL OF COLLATERAL. Upon Lender's demand after a Default, all, but not less than all, of the Collateral shall be immediately assembled and made available to Lender as provided herein. All costs and expenses thereof shall be borne by Borrower, including without limitation, the costs of removing, dismantling, and crating the Collateral. All such Collateral shall be in good condition and the state of repair required by Section 8 herein, ordinary wear and tear excepted, and upon Lender's request, Borrower will provide Lender with a certification from the manufacturer or its authorized representative as to the Collateral's condition. To the extent that any portion of the Collateral consists of software or other licensed products, Borrower will return all tangible items of software and destroy all intangible items of software, certify in writing to Lender that Borrower has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Borrower acknowledges that it is Borrower's sole duty to remove all sensitive or confidential data stored within the Collateral prior to making it available to Lender. If the Collateral is not so turned over, Lender, at Borrower's sole expense, may have the Collateral restored to such a condition.

14. INDEMNIFICATION. Borrower assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lender and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lender's internal administration costs) of every kind or nature arising out of or in connection with: (a) this Security Agreement, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, operation, use, maintenance, and transportation of the Equipment (including latent and other defects, whether or not discoverable by Borrower or Lender); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement; (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Borrower has stored within the Equipment (collectively, "Claims"). Borrower shall not be required to indemnify an Indemnitee against Claims to the extent such Claims result directly from the actual, but not imputed, gross negligence or willful misconduct of such Indemnitee. Borrower shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. The indemnification provisions of this Section 14 shall continue in full force and effect notwithstanding the expiration or other termination of this Security Agreement.

15. EVENTS OF DEFAULT. Each of the following is a "Default" under this Security Agreement: (a) Borrower fails to make any payment within 10 days of its due date; (b) Borrower fails to perform any of its other obligations under this Security Agreement or in any other agreement now existing or hereafter made with Lender or with any of Lender's affiliates and such failure continues for 10 days after Lender notifies Borrower of it; (c) Borrower becomes insolvent or is dissolved, or Borrower assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Security Agreement ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lender, or becomes subject to one of the events listed in clauses (b) or (c) above; (e) Borrower or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Borrower or any Guarantor, in each case which results, in the sole opinion of Lender, in a material adverse change in Borrower's or such Guarantor's ability to perform its obligations under this Security Agreement or any Guaranty, respectively, or there is otherwise a change in control of Borrower or any Guarantor; (f) Borrower or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with this Security Agreement; (g) Borrower or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any

Note and Schedule shall constitute a Default for all Note and Schedules and all other agreements with Lender and its affiliates.

16. REMEDIES. If a Default occurs, Lender may do one or more of the following: (a) Lender may accelerate repayment and declare to be immediately due and payable in full all indebtedness then owing by Borrower to Lender under this Security Agreement, any Note and Schedule and/or otherwise, (b) Lender may require Borrower to assemble the Collateral and make same available to Lender in the condition set forth herein at such place as Lender may designate and to terminate its use of any software component of the Equipment; (c) Lender may assert any other remedies available to Lender as a secured party under the Uniform Commercial Code and (d) Lender may exercise any other right or remedy which may be available to Lender under applicable law. Notice of Lender's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Borrower and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. Unless otherwise provided by law, any requirement of reasonable notice that Lender may be obligated to give regarding the sale or other disposition of Collateral shall be fulfilled by the mailing of such notice to Borrower at least ten (10) days prior to such sale or other disposition. Borrower agrees to reimburse Lender on demand for any and all costs and expenses incurred by Lender in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, in pre-judgment and post-judgment actions taken by Lender and all actions taken by Lender in any bankruptcy or other proceeding involving the Borrower, the Collateral and/or any Guarantor and Lender's internal administration costs. Lender's remedies under this Security Agreement shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or in equity. Waiver of any default or breach of this Security Agreement shall not be construed as a waiver of subsequent or continuing defaults or breaches.

17. BORROWER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Borrower hereby represents, warrants and covenants to Lender that with respect to this Security Agreement and each Note and Schedule executed hereunder:

(a) If Borrower is a corporation, partnership or other business entity, Borrower (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Collateral is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Security Agreement and each Note and Schedule, and (iv) has duly authorized the execution, delivery and performance of this Security Agreement and each Note and Schedule;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Security Agreement or any Note and Schedule, or if required, such approval has been obtained;

(c) This Security Agreement and each Note and Schedule constitutes the legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Borrower will not violate any provision of any law, any order of any court or of any other agency of government, or any indenture, agreement or other instrument to which Borrower or any Guarantor is a party, or by or under which Borrower or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument;

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lender with respect to Borrower or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Borrower and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles

consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Borrower or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lender with respect to Borrower and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Borrower, now attaches or hereafter will attach to the Collateral or in any manner affects or will affect adversely Lender's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Borrower, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Borrower or any Guarantor, which will have a material adverse effect on the financial condition or business of Borrower or such Guarantor;

(g) All information concerning the financial condition and business operation of Borrower submitted to Lender pursuant to this Security Agreement or any Note and Schedule shall be true and correct;

(h) Borrower will furnish Lender (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Borrower's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Borrower as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Borrower's principal executive officer or its principal financial officer. In addition, Borrower shall promptly inform Lender of any Default (as defined herein) or any events or changes in the financial condition of the Borrower which may result in a material adverse change in Borrower's financial condition; and

(i) Borrower will not change its state of incorporation or organization or its name as appears in the official filings in the state of its incorporation or organization without giving Lender at least 10 days prior written notice.

18. ASSIGNMENT. Lender may, without notifying Borrower, sell, assign, or otherwise transfer this Security Agreement, any Note and Schedule and/or Lender's rights to the Collateral. Borrower agrees that the assignee will have the same rights and benefits that Lender has now under this Security Agreement but none of Lender's obligations. The rights of the assignee will not be subject to any claim, defense or set-off that Borrower may have against Lender. Upon request, Borrower will acknowledge in writing its receipt of notice of any such assignment.

19. SEVERABILITY. Any provision of this Security Agreement or any Note and Schedule which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof or thereof. To the extent permitted by applicable law, Borrower hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof or thereof in any respect.

20. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lender or Borrower at their respective addresses set forth in the heading to this Security Agreement or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

21. AMENDMENTS; WAIVERS; FAX SIGNATURES; MISCELLANEOUS. This Security Agreement executed by Lender and Borrower and the Note and Schedule(s) constitute the entire agreement between Lender and Borrower. No term or provision thereof may be changed, waived, amended or terminated except by a written agreement signed by both Lender and Borrower, provided that Lender may insert certain information in the Note and Schedule(s) to correct

obvious mistakes and to complete such blank spaces concerning dates, including the Advance Date, descriptions of Collateral, serial numbers and the like. Borrower will provide written confirmation of any such insertion promptly upon Lender's request. Borrower agrees to pay Lender an origination fee, in the amount set forth on the Invoice or other statement of account furnished by Lender and payable upon the execution hereof or, if concerning the Note and Schedule, due and payable at the first payment due date. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to payments in the inverse order of maturity, and any remaining amounts will be refunded to Borrower. If more than one Borrower has signed this Security Agreement, each of the Borrowers shall be jointly and severally liable for performing all of the obligations and duties under this Security Agreement. A fax version of Borrower's signature on any Note and Schedule shall be binding upon Borrower as if originally signed.

22. GOVERNING LAW, WAIVERS AND JURISDICTION. This Security Agreement and each Note and Schedule shall be governed by and interpreted under the internal laws of the State of New Jersey.

IF THE LENDER OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER OR RELATING TO THIS SECURITY AGREEMENT OR ANY NOTE AND SCHEDULE, BORROWER IRREVOCABLY AGREES

THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LENDER'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE BORROWER'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE BORROWER OR THE BORROWER'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LENDER. BORROWER HEREBY IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LENDER IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER OR RELATING TO THIS SECURITY AGREEMENT AND/OR ANY NOTE AND SCHEDULE, BORROWER VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lender may request the following identifying information: name, address, date of birth. Lender may also ask other questions or request other documents meant to verify Borrower's individual or commercial identity.

23. PARTIES. The provisions of this Security Agreement shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lender and Borrower.

IN WITNESS WHEREOF, Lender and Borrower have each caused this Security Agreement to be duly executed, as of the date indicated in the heading to this Security Agreement.

EVERBANK COMMERCIAL FINANCE, INC.

Lender

X

By

Shelia Mahon
Shelia Mahon
Operations Team Leader

Print Name

Print Title

Date

12/28/12

DAVINCI ROOFSCAPES, L.L.C.

Borrower

X

By

Raymond A. Rosewall
Raymond A. Rosewall, President & CEO

Print Name

Print Title

December 24, 2012

Date