

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rollover Term Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecta America Corp.		07/01/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	GE Business Financial Services Inc., as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2635876	TECTA AMERICA
Registration Number:	2640288	TECTACARE
Registration Number:	2780044	TECTATRACKER
Registration Number:	3035263	TECTAGREEN
Registration Number:	3563332	TECTASOLAR

CORRESPONDENCE DATA	
Fax Number:	3129939767
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-993-2698
Email:	magdalini.rizakos@lw.com
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins
Address Line 1:	233 South Wacker Drive, Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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CH \$140.00 2635876

Signature:	/mr/
Date:	07/10/2013
Total Attachments: 6 source=GE_Tecta - Rollover Term Trademark Security Agreement)#page1.tif source=GE_Tecta - Rollover Term Trademark Security Agreement)#page2.tif source=GE_Tecta - Rollover Term Trademark Security Agreement)#page3.tif source=GE_Tecta - Rollover Term Trademark Security Agreement)#page4.tif source=GE_Tecta - Rollover Term Trademark Security Agreement)#page5.tif source=GE_Tecta - Rollover Term Trademark Security Agreement)#page6.tif	

ROLLOVER TERM TRADEMARK SECURITY AGREEMENT

THIS ROLLOVER TERM TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of GE Business Financial Services Inc., as agent (in such capacity, together with its successors and assigns, the "Grantee") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, Tecta America Corp., a Wisconsin corporation ("Borrower"), Grantee and the Lenders from time to time party thereto are parties to that certain Rollover Term Credit Agreement, of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of the Rollover Term Security Agreement among Grantee, Grantors and certain other "Debtors" (as defined therein) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such 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 such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under 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, each Grantor hereby agrees as follows:

Section 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 reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

Section 2. Grant and Reaffirmation of Grant of Security Interest. To secure the payment and performance of Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in such 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:

(a) 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

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such 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.

Section 3. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


Section 4. Intercreditor Agreement (Rollover Term Debt) Governs. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Agent, for the benefit of Agent and Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement (Rollover Term Debt). In the event of any conflict between the terms of the Intercreditor Agreement (Rollover Term Debt) and this Agreement, the terms of the Intercreditor Agreement (Rollover Term Debt) shall govern and control.

Section 5. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TECTA AMERICA CORP.,
as Grantor

By: 
Name: David R. Reginelli
Title: Senior Vice President, Chief Financial
Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GE BUSINESS FINANCIAL SERVICES INC.,
as Grantee

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005066 FRAME: 0617

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TECTA AMERICA CORP.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


GE BUSINESS FINANCIAL SERVICES INC.,
as Grantee

By: 
Name: Heidi Rinehart
Title: Senior Vice President


[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TECTA AMERICA DAKOTAS LLC,
as Grantor

By: 
Name: David R. Reginelli
Title: Assistant Secretary

F.J.A. CHRISTIANSEN ROOFING CO., INC., as
Grantor

By: 
Name: David R. Reginelli
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005066 FRAME: 0619

SCHEDULE I
TO
ROLLOVER TERM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark	Registration No.
Tecta America Corp.	TECTA AMERICA	2,635,876
Tecta America Corp.	TECTACARE	2,640,288
Tecta America Corp.	TECTATRACKER	2,780,044
Tecta America Corp.	TECTAGREEN	3,035,263
Tecta America Corp.	TECTASOLAR	3,563,332
Tecta America Dakotas LLC	TECTA AMERICA DAKOTAS LLC	ND 31666200
Tecta America Dakotas LLC	TECTA AMERICA GREENBERG ROOFING	ND 31675500
F.J.A. Christiansen Roofing Co., Inc.	F.J.A. CHRISTIANSEN	N/A

Trademark Applications

None