

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerard Roof Products, LLC		06/10/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	55 S. Lake Avenue, Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3489613	A ALLMET	
Registration Number:	3399300	A ALLMET ROOFING PRODUCTS	
Registration Number:	3489569	ALLMET	
Registration Number:	3686476	ENERGY-LOC	
Registration Number:	1179797	GERARD	
Registration Number:	2585365	GERARD	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	102507-0120		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	09/08/2014		

CH \$165.00 3489613

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2014, is made by Gerard Roof Products, LLC, a Utah limited liability company ("Grantor"), in favor of Bank of America, N.A., a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 27, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Headwaters Construction Materials, Inc., a Utah corporation ("HCM"), Tapco International Corporation, a Michigan corporation ("Tapco"), Headwaters Resources, Inc., a Utah corporation ("HRI"), each of their respective Affiliates identified on the signature pages thereof (such Affiliates together with HCM, Tapco and HRI, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Joinder Agreement, dated as of the date hereof, by and between Grantor and Agent, pursuant to which Grantor joined that certain Guaranty and Security Agreement, dated as of October 27, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, further supplemented or otherwise modified, the "Guaranty"), as a Guarantor thereunder; and

WHEREAS, pursuant to the Guaranty, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement and the Guaranty, as applicable. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent, upon the occurrence and during the continuance of an Event of Default, unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

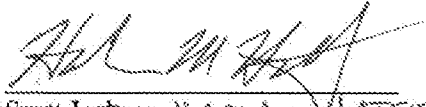
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GERARD ROOF PRODUCTS, LLC,
a Utah limited liability company,
as Grantor

By: 
Name: ~~Scott Jackson~~ HARLAN HATFIELD
Title: ~~Treasurer~~ VICE-PRESIDENT

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association,
as Agent



By:

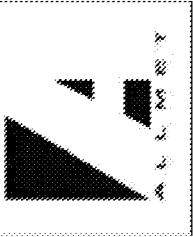

Name: Monirah J. Masud

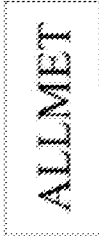
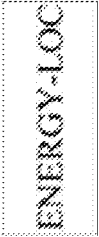
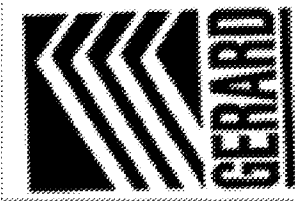
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
<p>A ALLMET (& Design)</p>  <p>SN: 77-157858 RN: 3,489,613 RN: TMA771,790</p>	<p>Registered: August 19, 2008 Int'l Class: 6 First Use: July, 2007 Filed: April 16, 2007 Published: October 9, 2007 Allowed: January 1, 2008 Also registered with the Canadian Intellectual Property Office</p>	<p>(Int'l Class: 6) Stone-coated metal roofing panels and tiles</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>
<p>A ALLMET ROOFING PRODUCTS (& Design)</p>  <p>SN: 77-189290 RN: 3,399,300 Disclaimer: "ROOFING PRODUCTS"</p>	<p>Registered: March 18, 2008 Int'l Class: 6 First Use: July 1, 2007 Filed: May 24, 2007 Published: October 2, 2007 Allowed: December 25, 2007</p>	<p>(Int'l Class: 6) Metal and stone coated metal roofing tiles; stone coated metal roofing panels; metal roof and patio system components comprised of beams, posts, rafters, tubes, and single skin and structural insulated roof panels, all made of aluminum or metal alloy</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>

TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Owner
<p>ALLMET</p>  <p>SN:77-150785 RN:3,489,569 RN: TMA773,823</p>	<p>Registered: August 19, 2008 Int'l Class: 6 First Use: July, 2007 Filed: April 6, 2007 Published: October 9, 2007 Allowed: January 1, 2008</p> <p>Also registered with the Canadian Intellectual Property Office</p>	<p>(Int'l Class: 6) Stone-coated metal roofing panels and tiles</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>
<p>ENERGY-LOC</p>  <p>SN:77-076977 RN:3,686,476 RN: TMA787,799</p>	<p>Registered: September 22, 2009 Int'l Class: 6 First Use: August 6, 2009 Filed: January 5, 2007 Published: May 22, 2007 Allowed: August 14, 2007</p> <p>Also registered with the Canadian Intellectual Property Office</p>	<p>(Int'l Class: 6) Stone-coated metal roofing panels</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>
<p>GERARD</p> <p>SN:73-192688 RN:1,179,797</p>	<p>Renewed: December 1, 2011 Int'l Class: 6 First Use: March, 1977 In Commerce: September, 1978 Filed: November 9, 1978 Published: September 8, 1981 Registered: December 1, 1981</p>	<p>(Int'l Class: 6) Metal roofing tiles</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>
<p>GERARD (& Design)</p>  <p>SN:76-331885 RN:2,585,365</p>	<p>Renewed: June 25, 2012 Int'l Class: 6 First Use: April 28, 1989 Filed: October 30, 2001 Published: April 2, 2002 Registered: June 25, 2002</p>	<p>(Int'l Class: 6) Metal roofing tiles</p>	<p>Gerard Roof Products, LLC (formerly owned by Metals USA Building Products, L.P. (a Texas limited partnership))</p>