TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM368300

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecta America Corp.		01/06/2016	CORPORATION: WISCONSIN
Tecta America Dakotas LLC		01/06/2016	LIMITED LIABILITY COMPANY: NORTH DAKOTA
F.J.A. Christiansen Roofing Co., Inc.		01/06/2016	CORPORATION: WISCONSIN
Roofing Constructors, Inc.		01/06/2016	CORPORATION: CALIFORNIA
Tecta America Weathergaurd LLC		01/06/2016	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		

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: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

TRADEMARK

900349655 REEL: 005704 FRAME: 0477

1	8th Floor Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:		074658-15112	
NAME OF SUBMITTER:		Timothy D. Pecsenye	
SIGNATURE:		/Timothy D. Pecsenye/	

Total Attachments: 6

DATE SIGNED:

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01/07/2016

TRADEMARK REEL: 005704 FRAME: 0478

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of PNC BANK, NATIONAL ASSOCIATION, 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, Administrative Services, LLC, an Illinois limited liability company, Blackmore & Buckner Roofing, a Tecta America Company, LLC, a Wisconsin limited liability company, Tecta America Sacramento Inc., a Wisconsin corporation, Tecta America Colorado LLC, a Wisconsin limited liability company, Tecta Colorado Field Services LLC, a Wisconsin limited liability company, CEI Roofing – Texas, a Tecta America Company, LLC, a Wisconsin limited liability company, Tecta America Arizona LLC, a Delaware limited liability company, Christiansen Companies LLC, a Wisconsin limited liability company, Anthony Roofing Tecta America LLC, an Illinois limited liability company, FJA Christiansen Residential Roofing LLC, a Wisconsin limited liability company. F.J.A. Christiansen Roofing Co., Inc., a Wisconsin corporation, Tecta FJA Field Services LLC, a Wisconsin limited liability company, Tecta America Carolinas LLC, a Wisconsin limited liability company, Tecta Carolinas Field Services LLC, a Wisconsin limited liability company, Tecta America New England LLC, a New Hampshire limited liability company, Tecta America Southeast LLC, a Florida limited liability company, Tecta America West Florida LLC, a Florida limited liability company, Tecta West Florida Field Services LLC, a Wisconsin limited liability company, Tecta America Dakotas LLC, a North Dakota limited liability company, J. P. Patti Tecta America LLC, a New Jersey limited liability company, Tecta America Southern California Inc., a California corporation, Tecta America Metro New York LLC, a New Jersey limited liability company, Tecta America CS LLC, a Texas limited liability company, Tecta America East LLC, a Wisconsin limited liability company, Tecta East Field Services LLC, a Wisconsin limited liability company, Tecta America Solar Holdings LLC, an Illinois limited liability company, Roofing Constructors, Inc. dba Western Roofing Service, a California corporation, Schwickert's Tecta America of Mankato LLC, a Minnesota limited liability company, Schwickert's Tecta America LLC, a Minnesota limited liability company, Schwickert's Tecta LLC, a Minnesota limited liability company, Tecta America Illinois Roofing LLC, an Illinois limited liability company, Tecta Roofing Support LLC, a New Jersey limited liability company, Tecta America Zero Company LLC, an Ohio limited liability company, Tecta America Seattle LLC, a Wisconsin limited liability company, Tecta America WeatherGuard LLC, a Wisconsin limited liability company, Weiss & Woolrich, a Tecta America Company, LLC, a Delaware limited liability company, Tecta America South Florida, Inc., a Florida corporation, Tecta South Florida Field Services LLC, a Wisconsin limited liability

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company, Weiss & Woolrich Contracting Co., Inc., a New York corporation, Tecta America Austin LLC, a Wisconsin limited liability company, Tecta America Amarillo CS LLC, a Wisconsin limited liability company, Tecta America Amarillo CS LLC, a Wisconsin limited liability company, Metalcrafts, a Tecta America Company LLC, a Georgia limited liability company, Wolfe Roofing, a Tecta America Company, LLC, a Wisconsin limited liability company and each Person joined as a Borrower from time to time (collectively, "Borrowers" and each individually a "Borrower"), Grantee and the Lenders from time to time party thereto are parties to that certain Revolving Loan 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 Revolving Security Agreement of even date herewith 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 Borrowers 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. <u>Incorporation of Credit Agreement and Security Agreement</u>. 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 the 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 <u>Schedule 1</u> 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.
- <u>Section 3.</u> <u>Counterparts.</u> 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. 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

Name:

Mark F. Santacrose

Title:

Chief Executive Officer

TECTA AMERICA DAKOTAS LLC,

as Grantor

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

as Grantor

ROOFING CONSTRUCTORS, INC.,

as Grantor

TECTA AMERICA WEATHERGUARD LLC,

as Grantor

Βv:

Name: Mark F. Santacrose

Title:

Vice President

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,

as Grantee

Name: Paul Krantz

Title: Senior Vice President

SCHEDULE I TO 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	WI 5202377
Roofing Constructors, Inc.	WESTERN ROOFING SERVICE	Hawaii HI 4092742
Tecta America WeatherGuard LLC	WEATHERGUARD and Design	New York NY S17336

Trademark Applications

None

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RECORDED: 01/07/2016

TRADEMARK REEL: 005704 FRAME: 0484