

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tecta America Corp.		08/31/2016	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	720 King Street West		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 2T3		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2635876	TECTA AMERICA	
<b>Registration Number:</b>	2640288	TECTACARE	
<b>Registration Number:</b>	3035263	TECTAGREEN	
<b>Registration Number:</b>	3563332	TECTASOLAR	
<b>Registration Number:</b>	2780044	TECTATRACKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Kim.A.Walker		
<b>SIGNATURE:</b>	/kaw-907/		
<b>DATE SIGNED:</b>	08/31/2016		
<b>Total Attachments: 4</b>			

CH \$140.00 2635876

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## TRADEMARK COLLATERAL AGREEMENT

This 31<sup>st</sup> day of August, 2016, Tecta America Corp., a Wisconsin corporation ("*Debtor*") with its principal place of business and mailing address at 9450 Bryn Mawr, Suite 500, Rosemont, IL 60018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, ("*Scotiabank*"), with its mailing address c/o GWO Loan Operations, 720 King Street West, 2<sup>nd</sup> Floor, Toronto, Ontario, Canada, M5V 2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotiabank acting as such administrative agent and any successor(s) or assign(s) to Scotiabank acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property (except to the extent it constitutes Excluded Collateral (as defined in the Security Agreement)):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated August 31, 2016 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

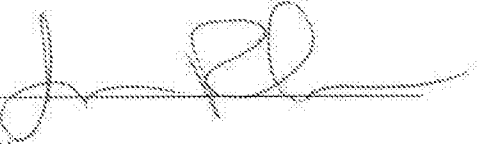
TECTA AMERICA CORP.

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

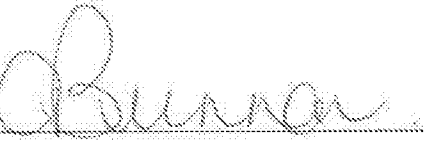
[Signature Page to Trademark Collateral Agreement]

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA

By: 

Name: James Rhee  
Title: Managing Director

By: 

Name: Christina Brennan  
Title: Associate Director

*Signature Page – Trademark Collateral Agreement*

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Trademark	Registration No.	Registration Date
TECTA AMERICA	2,635,876	Oct. 15, 2002
TECTACARE	2,640,288	Oct. 22, 2002
TECTAGREEN	3,035,263	Dec. 27, 2005
TECTASOLAR	3,563,332	Jan. 20, 2009
TECTATRACKER	2,780,044	Nov. 4, 2003