

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecta America Oklahoma LLC		12/12/2017	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	c/o GWO Loan Operations, 720 King Street West, 2nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1990536	CONVERTING FLAT ROOFS TO SLOPED	
Registration Number:	2305975	DURASTEEL	
Registration Number:	2066154	WEATHERBOSS	
Registration Number:	2267451	WEATHERBOSS CONVERTER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	110467.00031 KAW		
NAME OF SUBMITTER:	Kim A. Walker		
SIGNATURE:	/kaw-907/		
DATE SIGNED:	12/19/2017		
Total Attachments: 4			
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CH \$115.00 1990536

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TRADEMARK COLLATERAL AGREEMENT

This 12th day of December, 2017, Tecta America Oklahoma LLC, a Wisconsin limited liability company (the “*Debtor*”) with its principal place of business and mailing address at 3143 North 32nd Street, Muskogee, OK 74401, for 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, 2nd 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 OKLAHOMA LLC

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

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

THE BANK OF NOVA SCOTIA, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:


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 OKLAHOMA LLC

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

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

THE BANK OF NOVA SCOTIA, as Agent

By:  _____
Name: Clement Yu
Title: Director

By:  _____
Name: Ryan Moonilal
Title: Analyst

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Owner	Trademark	App. No.	Filing Date	Registration Number	Registration Date
Tecta America Oklahoma LLC	Converting Flat Roofs to Sloped	74/619614	January 9, 1994	1,990,536	July 30, 1996
Tecta America Oklahoma LLC	Durasteel	75/573259	October 19, 1998	2,305,975	January 4, 2000
Tecta America Oklahoma LLC	Weatherboss	74/619616	January 9, 1995	2,066,154	June 3, 1997
Tecta America Oklahoma LLC	Weatherboss Converter	74/619615	January 9, 1995	2,267,451	August 3, 1999