

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECTA AMERICA CORP.		11/20/2018	Corporation: WISCONSIN
TECTA AMERICA OKLAHOMA LLC		11/20/2018	Limited Liability Company: WISCONSIN
F.J.A. CHRISTIANSEN ROOFING CO., INC.		11/20/2018	Corporation: WISCONSIN
TECTA AMERICA DAKOTAS LLC		11/20/2018	Limited Liability Company: NORTH DAKOTA
TECTA AMERICA WEATHERGUARD LLC		11/20/2018	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2635876	TECTA AMERICA	
Registration Number:	2640288	TECTACARE	
Registration Number:	3035263	TECTAGREEN	
Registration Number:	3563332	TECTASOLAR	
Registration Number:	2780044	TECTATRACKER	
Registration Number:	2305975	DURASTEEL	
Registration Number:	2267451	WEATHERBOSS CONVERTER	
Registration Number:	2066154	WEATHERBOSS	
Registration Number:	1990536	CONVERTING FLAT ROOFS TO SLOPED	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.00005
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NAME OF SUBMITTER:	Kristin L. Yohannan
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SIGNATURE:	/s/ Kristin L. Yohannan
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DATE SIGNED:	11/20/2018
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Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of November 20, 2018 (this “Agreement”), among TECTA AMERICA CORP., a Wisconsin corporation, TECTA AMERICA OKLAHOMA LLC, a Wisconsin limited liability company, F.J.A. CHRISTIANSEN ROOFING CO., INC., a Wisconsin corporation, TECTA AMERICA DAKOTAS LLC, a North Dakota limited liability company, TECTA AMERICA WEATHERGUARD LLC, a Wisconsin limited liability company (each a “Grantor” and collectively, the “Grantors”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOP ACQUISITION CORP. 2016, a Delaware corporation (“Holdings”), TAR ACQUISITION CORP., a Delaware corporation (the “Initial Borrower” and, at any time prior to the consummation of the Acquisition (as defined in the Credit Agreement), the “Borrower”), TECTA AMERICA CORP., a Wisconsin corporation (the “Company” and, immediately upon the consummation of the Acquisition (as defined in the Credit Agreement), the “Borrower”), the Lenders party thereto and Credit Suisse, as Administrative Agent, Collateral Agent and Cash Collateralized LC Issuer, and (b) the First Lien Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Initial Borrower, the Company, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders, the Issuing Banks and the Cash Collateralized LC Issuers have agreed to extend credit and issue Cash Collateralized LCs to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans, the Issuing Banks to issue additional Letters of Credit and the Cash Collateralized LC Issuer to issue additional Cash Collateralized LCs and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to


the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

TECTA AMERICA CORP., as a Grantor

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

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

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

TECTA AMERICA DAKOTAS LLC, as a
Grantor

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

TECTA AMERICA WEATHERGUARD LLC,
as a Grantor

By: 
Name: David R. Reginelli
Title: Secretary and Treasurer

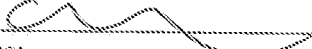
TECTA AMERICA OKLAHOMA LLC

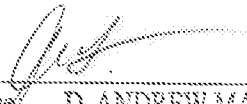
By: 
Name: David R. Reginelli
Title: Assistant Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006486 FRAME: 0814

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

1.	Tecta America Corp.	TECTA AMERICA	2,635,876	Oct. 15, 2002 Renewal - Oct. 15, 2022	Roofing services, namely the installation and maintenance of residential and commercial roofing; construction services, namely construction management (CI 37)	Owned
2.	Tecta America Corp.	TECTACARE	2,640,288	Oct. 22, 2002 Renewal - Oct. 22, 2022	Repair and maintenance of roofs including a 24-hour emergency response (CI 37)	Owned
3.	Tecta America Corp.	TECTAGREEN	3,035,263	Dec. 27, 2005 Renewal - Dec. 27, 2025	Roofing installation services (CI 37)	Owned
4.	Tecta America Corp.	TECTASOLAR	3,563,332	Jan. 20, 2009 Renewal - Jan. 20, 2019	Installation of rooftop solar energy systems comprised of solar thermal installations and heating, cooling and environmental control systems primarily using solar energy (CI 37)	Owned
5.	Tecta America Corp.	TECTATRACKER	2,780,044	Nov. 4, 2003 Renewal - Nov. 4, 2023	On-line asset management service for roofing-related assets, namely, providing facility managers, property managers, and property owners the ability to view key building data, including photographs, roof plans, systems make-up, roof life expectancy, replacement costs, and repair history via a global computer network (CI 36)	Owned
6.	Tecta America Oklahoma LLC	DURASTEEL	2,305,975	Jan. 4, 2000 Renewal - Jan. 4, 2020	Metal roofing panels (CI 6)	Owned
7.	Tecta America Oklahoma LLC	WEATHERBOSS CONVERTER	2,267,451	Aug. 3, 1999 Renewal - Aug. 3, 2019	Building construction, roofing and repair services for changing the shape of existing roofs (CI 37)	Owned
8.	Tecta America Oklahoma LLC	WEATHERBOSS	2,066,154	Jun. 3, 1997 Renewal - Jun. 3, 2027	Metal roofing and wall panels (CI 6)	Owned
9.	Tecta America Oklahoma LLC	CONVERTING FLAT ROOFS TO SLOPED	1,990,536	Jul. 30, 1996 Renewal - J Jul. 30, 2026	Metal roofing and wall panels (CI 6)	Owned

10.	F.J.A. Christiansen Roofing Co., Inc.	F.J.A. CHRISTIANSEN	Wisconsin WI	Jun. 13, 2012 Renewal June 19, 2022	Truck and automobile body shop	Owned
11.	Tecta America Dakotas LLC	TECTA AMERICA GREENBERG ROOFING	North Dakota ND 31675500	May 22, 2012 Renewal May 22, 2022	Roofing and sheet metal business	Owned
12.	Weatherguard Tecta America LLC	WEATHERGUARD and Design	New York NY S17336	December 19, 2000 Renewal December 19, 2020	Roofing services	Owned

TRADEMARK LICENSES

None.