

09-11-2002



To the Honorable Commissioner of Patents and Trademarks or copy thereof.

102218049

1. Name and Address of Conveying Party(ies):

Shelter Distribution, Inc.
602 W. McCarty Street
Indianapolis, Indiana 64225

08-23-02

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Delaware</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Fleet Capital Corporation
5950 Sherry Lane, Suite 300
Dallas, Texas 75225

<input type="checkbox"/>	Individual(s)	<i>23</i>
<input type="checkbox"/>	Association	
<input type="checkbox"/>	General Partnership	
<input type="checkbox"/>	Limited Partnership	
<input checked="" type="checkbox"/>	Corporation -- State: <u>Rhode Island</u>	
<input type="checkbox"/>	Other: _____	
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached	
<input type="checkbox"/>	Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input checked="" type="checkbox"/>	Other: <u>Security Interests</u>

Execution Date July 31, 2002

4. Application Number(s) or Registration Number(s):

1870104

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Lisa R. Hemphill
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4761

214-999-4682 - Telephone
214-999-4667 - Facsimile
E-Mail lhempill@gardere.com

09/11/2002 TBI AZ1 00000030 1870104

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6. Total Number of Applications and Registrations Involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

<input type="checkbox"/>	Previously submitted
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Lisa R Hemphill

Lisa R. Hemphill 8/20/02 Date

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as First Class Mail service under 37 C.F.R. 1.10 addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on: _____ Date

Sandra Stuart

Sandra Stuart 8/20/02 Date

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 7

TRADEMARK SECURITY AGREEMENT

WHEREAS, **SDI ACQUISITION, INC.**, a Delaware corporation, **SHELTER DISTRIBUTION, INC.**, a Delaware corporation, **WEST ROOFING PARTNERS, INC.**, an Indiana corporation, **WEST ROOFING & SUPPLY, LP**, a Delaware limited partnership, **COMPLETE ROOFING SUPPLY, INC.**, a Delaware corporation, **WIMSATT BROTHERS, INC.**, a Kentucky corporation, **WIMSATT TENNESSEE CORPORATION**, a Tennessee corporation, **SDI ACQUISITION GUARANTOR, INC.**, a Delaware corporation, **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association (in its individual capacity "Wachovia"), as a Lender, and as syndication agent for all Lenders (in such capacity "Syndication Agent"), **FLEET CAPITAL CORPORATION**, a Rhode Island corporation (in its individual capacity "FCC"), as a Lender, and as administrative agent for all Lenders (in such capacity ("Administrative Agent") and such Persons who are or hereafter become parties to the Loan Agreement as Lenders named therein are parties to a Loan and Security Agreement dated as of July 31, 2002 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to Borrowers by Lenders pursuant to the Loan and Security Agreement.

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Administrative Agent for the benefit of Lenders a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to Administrative Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted Administrative Agent pursuant to the Loan and Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).
- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.


Terms not otherwise defined herein, shall have the same meanings as in the Loan and Security Agreement.

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of July 31, 2002.


PLEDGOR:

COMPLETE ROOFING SUPPLY, INC.
a Delaware corporation

By: 
Name: Ronald R. Ross
Title: President and Chief Executive Officer

Acknowledged:

FLEET CAPITAL CORPORATION, as Administrative Agent

By: 
Name: Brian L. Tornow
Title: Senior Vice President

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
COMPLETE ROOFING SUPPLY	USA	1870104	December 27, 1994

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
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FOREIGN TRADEMARK REGISTRATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

UNREGISTERED TRADEMARKS

None