

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metrotile Manufacturing, LLC		02/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	55 S. Lake Avenue, Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3897621	STEELROCK ROOF PRODUCTS	
<b>Registration Number:</b>	3897622	STEELR CK ROOF PRODUCTS	
<b>Registration Number:</b>	3925956	PACIFIC SHAKE	
<b>Registration Number:</b>	3925959	PACIFIC VILLA-TILE	
<b>Registration Number:</b>	3925957	PACIFIC SHINGLE	
<b>Registration Number:</b>	3925958	PACIFIC SLATE	
<b>Registration Number:</b>	4029105	PACIFIC TILE	
<b>Registration Number:</b>	2548950	METRO TILE	
<b>Registration Number:</b>	3170626	METROROMAN	
<b>Registration Number:</b>	2627347	METROSHAKE	
<b>Registration Number:</b>	2623220	METROSHINGLE	
<b>Registration Number:</b>	2639300	SMART ROOFS FOR SMART PEOPLE	
<b>Registration Number:</b>	4001330	METRO ROOF PRODUCTS	
<b>Registration Number:</b>	4052337	METROTILE	
<b>Registration Number:</b>	4380899	PRO STEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

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

**Phone:** 202-739-3000  
**Email:** jennifer.evans@morganlewis.com  
**Correspondent Name:** Morgan, Lewis & Bockius LLP  
**Address Line 1:** 1111 Pennsylvania Avenue, NW  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	102507-0120
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans
<b>SIGNATURE:</b>	/jce/
<b>DATE SIGNED:</b>	03/28/2016

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2016, is made by METROTILE MANUFACTURING, LLC, a Delaware limited liability company (“Grantor”), in favor of Bank of America, N.A., a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, “Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 27, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among Headwaters Construction Materials, Inc., a Utah corporation (“HCM”), Tapco International Corporation, a Michigan corporation (“Tapco”), Headwaters Resources, Inc., a Utah corporation (“HRI”), each of their respective Affiliates identified on the signature pages thereof (such Affiliates together with HCM, Tapco and HRI, each a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the financial institutions party thereto from time to time as “Lenders” (collectively, “Lenders”), and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Joinder Agreement, dated as of the date hereof, by and between Grantor and Agent, pursuant to which Grantor joined that certain Guaranty and Security Agreement, dated as of October 27, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, further supplemented or otherwise modified, the “Guaranty”), as a Guarantor thereunder; and

WHEREAS, pursuant to the Guaranty, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a “Trademark”);

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

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

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement and the Guaranty, as applicable. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent, upon the occurrence and during the continuance of an Event of Default, unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

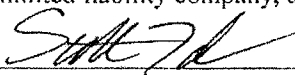
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

**METROTILE MANUFACTURING, LLC,**  
a Delaware limited liability company, as Grantor

By:   
Name: *Scott Jackson*  
Title: *Treasurer*

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

**BANK OF AMERICA, N.A.,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005758 FRAME: 0949**


IN WITNESS WHEREOF, 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.

**METROTILE MANUFACTURING, LLC,**  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

**BANK OF AMERICA, N.A.,**  
as Agent

By:  \_\_\_\_\_  
Name: Monirah J. Masud  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<b>Trademarks</b>	<b>Country</b>	<b>Serial No./App. Number</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Steelrock Roof Products (Name)	United States	77479708	May 20, 2008	3897621	December 28, 2010
Steelrock Roof Products (logo)	United States	77479715	May 20, 2008	3897622	December 28, 2010
Pacific Shake	United States	77479712	May 20, 2008	3925956	March 1, 2011
Pacific Villa-Tile	United States	77480196	May 21, 2008	3925959	March 1, 2011
Pacific Shingle	United States	77480170	May 21, 2008	3925957	March 1, 2011
Pacific Slate	United States	77480179	May 21, 2008	3925958	March 1, 2011
Pacific Tile	United States	77480188	May 21, 2008	4029105	September 20, 2011
METRO TILE	United States	75912703	February 8, 2000	2548950	March 19, 2002
METROROMAN	United States	78530702	December 10, 2004	3170626	November 14, 2006
METROSHAKE	United States	76123768	September 6, 2000	2627347	October 1, 2002
METROSHINGLE	United States	76123769	September 6, 2000	2623220	September 24, 2002
SMART ROOFS FOR SMART PEOPLE	United States	76344201	December 3, 2001	2639300	October 22, 2002
METRO ROOF PRODUCTS	United States	85102991	August 9, 2010	4001330	July 26, 2011
METROTILE	United States	85268373	March 16, 2011	4052337	November 8, 2011
PRO STEEL & Design	United States	85574427	March 20, 2012	4380899	August 6, 2013