

04-07-2009



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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

DaVinci Roofscapes, L.L.C

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) March 25, 2009

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Cole Taylor Bank

Internal Address: \_\_\_\_\_

Street Address: 9550 W. Higgins Road

City: Rosemont

State: Illinois

Country: USA

Zip: 66018

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/037,442

B. Patent No.(s)

7,331,150; 7,140,153

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: James R. Mueller

Internal Address: \_\_\_\_\_

Street Address: 4600 Madison Avenue, Suite 600

City: Kansas City

State: MO Zip: 64112-3031

Phone Number: 816-410-4600

Fax Number: 816-561-4498

Email Address: jmueller@sbg-law.com

**6. Total number of applications and patents involved: 3**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120**

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

04/06/2009 DATE 00000057 11037442

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120.00 00

**9. Signature:**

Signature

James R. Mueller

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, DaVinci Roofscapes, L.L.C., a Kansas limited liability company, ("Grantor") owns and has adopted and used the trademark reflected in the trademark registration and owns the patents and patent applications in each case set forth on Schedule A (the "Mark") and Schedule B (the "Patents") attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Mark and any and all goodwill associated therewith and the Patents; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Mark and any and all goodwill associated therewith and the Patents.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of March 25, 2009, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the Mark and any and all goodwill associated therewith, and (ii) the Patents, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Mark, (iv) all of the goodwill of the businesses with which the Mark is associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of the Mark and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

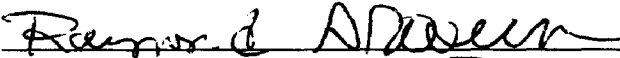
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security  
Interest as of the 25<sup>th</sup> day of March, 2009.

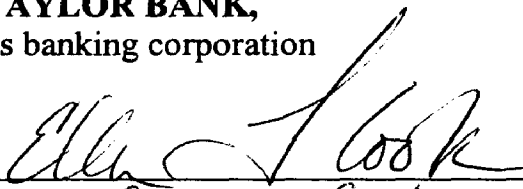
**GRANTOR:**

**DAVINCI ROOFSCAPES, L.L.C.,**  
a Kansas limited liability company

By:   
Print Name: RAYMOND A ROSCETTI  
Title: CEO

**GRANTEE:**

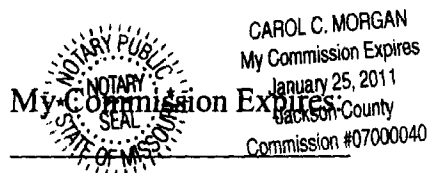
**COLE TAYLOR BANK,**  
an Illinois banking corporation

By:   
Print Name: Ellen T. Cook  
Title: SVP

STATE OF Missouri )  
 )  
COUNTY OF Jackson )

On this 24<sup>th</sup> day of March, 2009 before me personally came Raymond A. Rosewell, to me known, who, being by me duly sworn did depose and say that he is the CEO of DAVINCI Roofscapes, LLC the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Carol C. Morgan  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

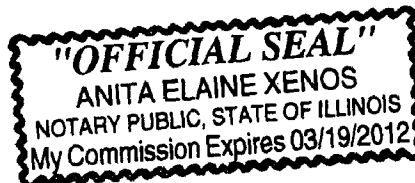
On this 25<sup>th</sup> day of MARCH, 2009 before me personally came Ellen T. Cook, to me known, who, being by me duly sworn did depose and say that he is a SVP of Cole Taylor Bank, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Anita Elaine Xenos  
Notary Public

My Commission Expires:

03/19/2012



**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
USA	DAVINCI ROOFSCAPES®	3,394,259	March 11, 2008	DaVinci Roofscapes, L.L.C.

**Schedule B – Patents and Patent Applications**

<b>Country</b>	<b>Patent/Patent Application Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
USA	<i>Stepped Tile Shingle</i>		March 11, 2009 as a continuation of U. S. Patent App. No. 11/037,442	Da Vinci Roofscapes, L.L.C.
USA	<i>Stepped Tile Shingle</i>	11/037,442	January 18, 2005	Da Vinci Roofscapes, L.L.C.
USA	<i>Shingle with Interlocking Water Diverter Tabs</i>	12/004,223	December 20, 2007, as a continuation of U. S. Patent App. No. 11/077,845, now U.S. Patent No. 7,331,150	Da Vinci Roofscapes, L.L.C.
USA	<i>Shingle with Interlocking Water Diverter Tabs</i>	7,331,150	February 19, 2008 based on an application filed on March 11, 2005	Da Vinci Roofscapes, L.L.C.
USA	<i>Synthetic Roofing Shingles</i>	11/062,257	February 17, 2005, as a continuation of U.S. Patent App. 10/364,563, now U.S. Patent No. 7,140,153	Da Vinci Roofscapes, L.L.C.
USA	<i>Synthetic Roofing Shingles</i>	7,140,153	November 28, 2006, based on an application filed February 10, 2003	Da Vinci Roofscapes, L.L.C.
Canada	<i>Shingle with Interlocking Water Diverter Tabs</i>	2,559,899	National phase entered September 8, 2006, based on PCT App. No. PCT/US2005/008357 filed March 11, 2005	Da Vinci Roofscapes, L.L.C.
China	<i>Shingle with Interlocking Water Diverter Tabs</i>	200580007779.9	National phase entered September 11, 2006, based on PCT App. No. PCT/US2005/008357 filed March 11, 2005	Da Vinci Roofscapes, L.L.C.
Europe	<i>Shingle with Interlocking Water Diverter Tabs</i>	05725492.2	National Phase entered September 15, 2006, based on	Da Vinci Roofscapes, L.L.C.

Country	Patent/Patent Application Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
			PCT App. No. PCT/US2550/008357 filed March 11, 2005	
Hong Kong	<i>Shingle with Interlocking Water Diverter Tabs</i>	08108710.4	Filed August 7, 2008, corresponding to Chinese Patent App. No. 20058007779.9	Da Vinci Roofscapes, L.L.C.
Indian	<i>Shingle with Interlocking Water Diverter</i>	2466/KOLNP/2006	National Phase entered August 29, 2006, based on PCT App. No. PCT/US2005/008357 filed March 11, 2005	Da Vinci Roofscapes, L.L.C.
Japan	<i>Shingle with Interlocking Water Diverter</i>	2007-503092	National phase entered September 7, 2006, based on PCT App. No. PCT/US2005/008357 filed March 11, 2005	Da Vinci Roofscapes, L.L.C.