

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Supplemental Patent Security Agreement

CONVEYING PARTY DATA

| Name   | Execution Date |
|--|----------------|
| American Builders & Contractors Supply Co., Inc. | 05/25/2011     |
| Mule-Hide Products Co., Inc.                     | 05/25/2011     |

RECEIVING PARTY DATA

|                 |  |
|-----------------|--|
| Name:           | Bank of America, N.A.                              |
| Street Address: | 135 S. LaSalle, 4th Floor; Mail Code IL4-135-04-25 |
| City:           | Chicago  |
| State/Country:  | ILLINOIS   |
| Postal Code:    | 60603  |

PROPERTY NUMBERS Total: 7

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 7900397  |
| Application Number: | 10652836 |
| Application Number: | 11023005 |
| Application Number: | 12349529 |
| Application Number: | 12349535 |
| Application Number: | 11879930 |
| Application Number: | 10701153 |

CORRESPONDENCE DATA

Fax Number: (917)777-2962

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: Faith.Robinson@skadden.com

Correspondent Name: S. Anita Sinha

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Address Line 2: Four Times Square

501587749

PATENT  
REEL: 026559 FRAME: 0001

CH \$280.00 7900397

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

401180/71

NAME OF SUBMITTER:

S. Anita Sinha

**Total Attachments: 9**

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## SUPPLEMENTAL PATENT SECURITY AGREEMENT

This 25<sup>th</sup> day of May 2011, American Builders & Contractors Supply Co., Inc. a Delaware corporation with its principal place of business and mailing address at One ABC Parkway, Beloit, Wisconsin 53511, and Mule-Hide Products Co., Inc., a Texas corporation having its principal place of business at 1195 Prince Hall Drive, Suite B, Beloit, Wisconsin, 53511, (each a "Grantor", and collectively, the "Grantors") in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, herewith grants to Bank of America, N.A., a national banking association, located at 135 S. LaSalle Street, 4th floor; Mail Code IL4-135-04-25; Chicago, IL 60603, as agent for the Lenders ("Agent") under that certain Loan, Security and Guaranty Agreement, dated as of June 30, 2010, among Grantors, ABC Supply Intermediate Holding LLC, a Delaware limited liability company, the other Guarantors party thereto, the Lenders party thereto, and Agent (the "Loan and Security Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Loan and Security Agreement), for the benefit of the Second Parties, a continuing security interest and Lien upon the following property whether now owned or hereafter acquired, and wherever located (the "Patent Collateral"):

- (i) Each patent and patent application listed on Schedule A-1 hereto; and any rights to sue for past, present and future infringement of any of the foregoing; and
- (ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties, damages, and other sums; and
- (iii) All accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Patent Collateral; and, including without limitation, any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent or patent registration listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2, in each case, together with the right to sue for injunctive and other relief including collecting said damages;

to secure the prompt payment and performance of all Obligations of each Grantor under the Loan and Security Agreement.

Notwithstanding anything herein to the contrary, the Patent Collateral shall not include (a) any lease, license, contract, or agreement (or any of its rights or interests thereunder) if and to the extent that the grant of the security interest shall, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law, constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease license, contract, property rights or agreement; or (b) any lease, license, contract, or agreement (or any of its rights or interests thereunder) if and to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity);

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest and Lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms of which are deemed incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to irreconcilably conflict with the Loan and Security Agreement, the Loan and Security Agreement shall control.

THIS PATENT SECURITY AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS) THAT WOULD RESULT IN THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Patent Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement.

IN WITNESS WHEREOF, each Grantor has caused this SUPPLEMENTAL  
PATENT SECURITY AGREEMENT to be duly executed as of the date and year last above  
written.

AMERICAN BUILDERS &  
CONTRACTORS SUPPLY CO., INC

By: 

Name: Kendra A. Story

Title: CFO

MULE-HIDE PRODUCTS CO., INC.

By: 

Name: Kendra A. Story

Title: CFO

BANK OF AMERICA N.A., as Agent

By: 

Name: Thomas J. Brennan

Title: Senior Vice President

PATENT

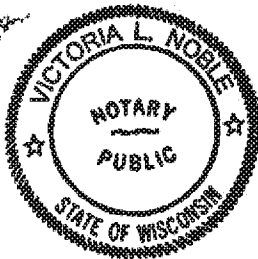
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STATE OF WI )  
COUNTY OF Rock )ss

I, Victoria Noble, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Andrew A. Story of American Builders & Contractors Supply  
Co., Inc., a Delaware corporation, who is known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that s/he signed and delivered the said instrument as his/her own free and voluntary act and as  
the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25<sup>th</sup> day of May, 2011.

(Notarial Seal)



Notary Public

Victoria L. Noble

My Commission Expires: May 3, 2015

STATE OF WI )

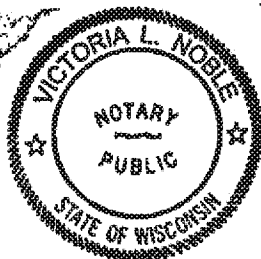
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COUNTY OF Rock )

I, Victoria Noble, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kendrick Story, the CFO of Mule-Hide Products Co., Inc., a Texas corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25<sup>th</sup> day of May, 2011.

(Notarial Seal)



Notary Public:

Victoria L. Noble

My Commission Expires: May 3, 2015



STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, Ivana Del Real, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Brennan, the Senior Vice President of Bank of America, N.A., as Agent \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23<sup>rd</sup> day of June, 2011.

(Notarial Seal)

Ivana Del Real  
Notary Public



My Commission Expires: 10-28-2013

**SCHEDULE A-1**  
**TO SUPPLEMENTAL PATENT SECURITY AGREEMENT**

**1. American Builders and Contractors Supply Company, Inc. Patents and Patent Applications**

| <b>Jurisdiction</b> | <b>Title</b>   | <b>Patent No.<br/>[Pub. No.]<br/>(App. No.)</b> | <b>Reg. Date<br/>[Pub. Date]<br/>(App. Filing Date)</b> |
|---------------------|--|---|---|
| United States       | Modular green roof system, apparatus and methods, including interconnecting modular panels | 7,900,397<br>[20020007591]<br>(09/908,864)      | 3/8/2011<br>[1/24/2002]<br>(7/18/2001)                  |
| United States       | Modular Ballast System For Membrane Roofs  | [20100325975]<br>(10/652,836)                   | [12/30/2010]<br>(8/29/2003)                             |
| United States       | Modular green roof system, apparatus and methods, including pre-seeded modular panels      | [20050102921]<br>(11/023,005)                   | [5/19/2005]<br>(12/27/2004)                             |
| United States       | Modular roof system with border secured without fastener                                   | (12/349,529)                                    | (1/7/2009)  |
| United States       | Modular Ballast System For Membrane Roofs  | (12/349,535)                                    | (1/7/2009)  |
| United States       | Bahama Awning Hurricane Shutter  | (11/879,930)                                    | (7/19/2007)   |
| EPO                 | Modular Ballast System For Membrane Roofs  | [EP1543203]<br>(03770260.2)                     | [3/11/2004]<br>(8/29/2003)                              |
| EPO                 | Modular green roof system with interconnecting panels                                      | [EP1307088]<br>(01957198.3)                     | [1/24/2002]<br>(7/18/2001)                              |
| EPO                 | Modular green roof including panels with complimentary edge systems                        | [EP1307087]<br>(01957197.5)                     | [1/24/2002]<br>(7/18/2001)                              |
| EPO                 | Modular green roof system with pre-seeded panels   | [EP1307089]<br>(01959030.6)                     | [1/24/2002]<br>(7/18/2001)                              |
| Japan               | Modular green roof system with pre-seeded panels   | [2004-508813]<br>(2002-511576)                  | [3/25/2004]<br>(7/18/2001)                              |
| Japan               | Modular green roof system with pre-seeded panels   | [2004-503257]<br>(2002-511575)                  | [2/5/2004]<br>(7/18/2001)                               |
| Japan               | Modular green roof system with pre-seeded panels   | [2004-509616]<br>(2002-512478)                  | [4/2/2004]<br>(7/18/2001)                               |

**2. Mule-Hide Products Co., Inc. Patents and Patent Applications**

| <b>Jurisdiction</b> | <b>Title</b>  | <b>Patent No.<br/>[Pub. No.]<br/>(App. No.)</b> | <b>Reg. Date<br/>[Pub. Date]<br/>(App. No.)</b> |
|---------------------|---|---|---|
| United States       | Roofing System and Self-Bridging Tape for Modular Building Construction Roof Joints | [20040244315]<br>(10/701,153)                   | [12/9/2004]<br>(11/3/2003)                      |

SCHEDULE A-2  
TO SUPPLEMENTAL PATENT SECURITY AGREEMENT

None