

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2905509

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAVINCI ROOFSCAPES, L.L.C.	06/12/2014
RECEIVING PARTY DATA		
Name:	EVERBANK COMMERCIAL FINANCE, INC.	
Street Address:	10 WATERVIEW BOULEVARD	
City:	PARSIPPANY	
State/Country:	NEW JERSEY	
Postal Code:	07054	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7520098
CORRESPONDENCE DATA		
Fax Number:	(302)636-5454	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-408-3121 X62348	
Email:	jpaterso@cscinfo.com	
Correspondent Name:	CORPORATION SERVICE COMPANY	
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	184146	
NAME OF SUBMITTER:	JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	06/19/2014	
Total Attachments: 3		
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LICENSE AGREEMENT
IN SUPPORT OF A SECURITY AGREEMENT

WHEREAS, DAVINCI ROOFSCAPES, L.L.C. of Lenexa, KS, the borrower (hereinafter "Borrower") has entered into a Master Security Agreement ("MSA") with EverBank Commercial Finance, Inc. (hereinafter "Lender"), of 10 Waterview Boulevard, Parsippany, NJ 07054, which creates a security interest in certain molds (the "Molds");

WHEREAS, Borrower is in the owner of the U.S. Patents on the attached Exhibit "A" (hereinafter the "Patents") covering the designs of the Molds;

WHEREAS, Lender is extending an additional loan to Borrower under Note and Schedule #41039912 to the MSA, in the principal amount of \$1,837,100.00 (the "Loan") which Loan is secured by the MSA;

WHEREAS, the parties acknowledge that, upon and during the continuance of a Default by Borrower under the MSA, Lender has the right under the MSA to repossess and use the Molds; and

WHEREAS, upon and during the continuance of a Default and subsequent use of the Molds, Lender requires an exclusive license under the Patents to utilize the Molds.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein as well as in the MSA, the parties, intending to be legally bound hereby, agree as follows:

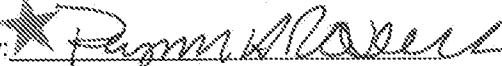
1. Subject to the terms set forth herein, Borrower hereby grants to Lender, its successors and assigns, a conditional exclusive license under the Patents to use, or to sub-license others to use, the Molds on which the security interest has attached. This license will be effective only upon the occurrence of a Default, which Default continues uncured for an additional thirty (30) days after notice from Lender to Borrower after the Default has occurred under the MSA. For avoidance of doubt, the license to use and employ the Patents is limited to use in connection with the Molds, and for no other purpose.
2. The license herein shall extend to all Patents employed by Borrower when using the Molds.
3. Should Lender sub-license or assign rights to another under this license, such assignment or license shall be in writing and such licensee or assignee shall be legally bound to the terms of and subject to the limitations in this License Agreement (this "Agreement").
4. The relationship of the parties herein is Lender and Borrower, and the parties do not intend by this license to create any other business relationship. Neither of the parties to this Agreement shall be considered or deemed in any way to be an affiliate or agent of the other party and neither party has the right or power, express or implied, to do any act or thing that would bind the other, except as specifically provided in this Agreement.
5. In the event Lender, its assigns or sub-licensees, utilize the Molds to produce products under the license provided by this Agreement, it is understood by the parties that the Lender and/or its assignees are operating independently of Borrower and shall use commercially reasonable efforts to avoid confusion in the marketplace as to the source of goods as between the parties and/or its assigns or sub-licensees.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any representative appointed to administer or liquidate their respective estates in any way whatsoever.
7. Any notice required under this Agreement shall be in writing and sent by United States mail, certified, return receipt requested or by a recognized overnight courier to the parties' respective addresses contained in this Agreement.
8. Borrower represents and warrants that: (i) it has the full right, power and authority to enter into this Agreement and grant the license set forth in this Agreement; and (ii) that such license and the exercise thereof, to the best of Borrower's knowledge, does not and will not infringe any third-party proprietary rights or constitute unfair competition under federal and state law. Borrower further warrants that there are no pending or threatened lawsuits concerning or relating in any way to the patents identified hereinabove.
9. Borrower shall indemnify, defend and hold Lender harmless from all claims, losses and damages, including reasonable attorneys' fees, incurred by Lender as a result of Borrower's breach of any covenant, representation or warranty made in this Agreement.
10. For purposes of clarity, this License Agreement shall terminate immediately upon the Loan being repaid (whether before or after a Default and whether by Borrower or by use of the Collateral). Upon any termination of this License Agreement, if this License Agreement or any evidence thereof has been filed in any public record, Lender will promptly terminate and/or remove such filing. Further, upon a Default, the effectiveness of this License Agreement shall be discontinued once the Default is cured or waived. No sub-licensee or assignee of the Lender's rights hereunder shall acquire any rights greater than the rights granted to Lender hereunder, and such sub-licensee and/or assignee shall be subject to all of the terms and conditions contained in this License Agreement, including without limitation such sub-license or assignment shall terminate immediately upon any termination of the License Agreement as provided herein.

IN WITNESS WHEREOF, Borrower and Lender have herein caused this Agreement to be duly executed by its duly authorized representatives.

Dated this 12th day of June, 2014.

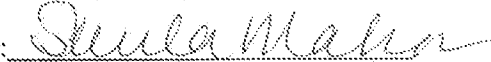
DAVINCI ROOFSCAPES, L.L.C., Borrower

By: 

Name: Raymond A. Rosewall

Title: President & CEO

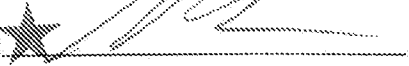
EverBank Commercial Finance, Inc., Lender

By: 

Name: Sheila Mahon

Title: Operations Team Leader

Attest:

By: 

Stephen L. Schmitz, CFO

December 24, 2012

EXHIBIT "A"

TO LICENSE AGREEMENT IN SUPPORT OF A SECURITY AGREEMENT

DaVinci Roofscapes, LLC

Issued Patents

<u>First Named Inventor, Title, Patent No.</u>	<u>Owner</u>	<u>Issue Date</u>
Martinique, Stepped Tile Shingle, U.S. Patent No. 7,520,098	Da Vinci Roofscapes, L.L.C.	April 21, 2009
Martinique, Shingle with Interlocking Water Diverter Tabs, U.S. Patent No. 7,845,141	Da Vinci Roofscapes, L.L.C.	December 7, 2010
Martinique, Shingle with Interlocking Water Diverter Tabs, U.S. Patent No. 7,331,150	Da Vinci Roofscapes, L.L.C.	February 19, 2008
Humphreys, Synthetic Roofing Shingles, U.S. Patent No. 7,563,478	Da Vinci Roofscapes, L.L.C.	July 21, 2009
Humphreys, Synthetic Roofing Shingles, U.S. Patent No. 7,140,153	Da Vinci Roofscapes, L.L.C.	November 28, 2006
Rosewall, Martinique, Shingle Configured for Attachment to a Roof and Method for Installing It, Chinese Patent No. ZL 200580007779.9	Da Vinci Roofscapes, L.L.C.	January 27, 2010
Rosewall, Martinique, Shingle Configured for Attachment to a Roof and Method for Installing It, Hong Kong Standard Patent No. HK1117579	Da Vinci Roofscapes, L.L.C.	October 8, 2010