

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3803155

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	METROTILE MANUFACTURING, LLC	02/29/2016
<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>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D738541	
<b>Patent Number:</b>	D526727	
<b>Patent Number:</b>	D663864	
<b>Patent Number:</b>	D743008	
<b>Patent Number:</b>	6269603	
<b>Patent Number:</b>	D398709	
<b>Patent Number:</b>	D527835	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)739-3001	
<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>		
<b>Phone:</b>	202-739-3000	
<b>Email:</b>	jennifer.evans@morganlewis.com	
<b>Correspondent Name:</b>	MORGAN, LEWIS & BOCKIUS LLP	
<b>Address Line 1:</b>	1111 PENNSYLVANIA AVENUE, NW	
<b>Address Line 4:</b>	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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**PATENT SECURITY AGREEMENT**

THIS PATENT 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").

## WITNESSETH:

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 Patent 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 PATENT 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 "Patent Collateral"):

(a) all of its patents and the registrations and applications for the registration thereof, including those referred to on Schedule I hereto (each a "Patent");

(b) all licenses of any patents, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing Patents;

(d) 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 Patents; and

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

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Patent 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 Patent 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. GRANTOR REMAINS 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 Patent Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent 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 Patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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.

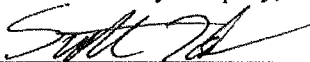
6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

7. GOVERNING LAW. This Patent 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 Patent 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 a 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 Patent Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Patent 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 a 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 Patent Security Agreement]

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

Patent Registrations

<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Steel sheet roof tile	29482013	February 12, 2014	D738541	September 8, 2015
Metal roof tile	29224904	March 9, 2005	D526727	August 15, 2006
Steel sheet roof tile	29406511	November 15, 2011	D663864	July 17, 2012
Screen for a gutter	29512960	December 23, 2014	D743008	November 10, 2015
Roofing or sheathing	09529059	April 7, 2000	6269603	August 7, 2001
Sheet metal roofing tile	29060384	September 27, 1996	D398709	September 22, 1998
Metal roof tile	29221691	January 21, 2005	D527835	September 5, 2006