

4/6/09

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/200

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

04-07-2009

RE



103555536

To the Director of the U. S. Patent and T

ments or the new address(es) below.

1. Name of conveying party(ies):

DaVinci Roofscapes, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 25, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cole Taylor Bank

Internal

Address: _____

Street Address: 9550 W. Higgins Road

City: Rosemont

State: Illinois

Country: USA

Zip: 66018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,394,259

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

DaVinci Roofscapes

5. Name & address of party 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 registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

Refund Ref: 04/06/2009 DBYRNE 0000156743

CHECK Refund Total: \$173.00

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James R. Mueller
Signature
JAMES R Mueller
Name of Person Signing

3/23/09
04/06/2009 DBYRNE 000015672 3394259

01 75 Number of pages including cover sheet, attachments, and document: 49.00

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, VA 22313-1450

TRADEMARK
REEL: 003964 FRAME: 0429

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.

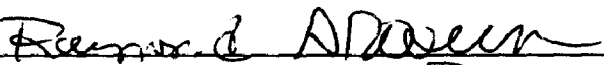
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 15th day of March, 2009.

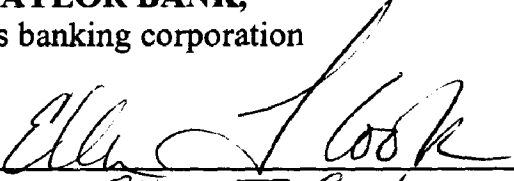
GRANTOR:

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

By: 
Print Name: RAYMOND A ROSCWELL
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 24th day of March, 2009 before me personally came Raymond A. Rosewall, 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

CAROL C. MORGAN
My Commission Expires
January 25, 2011
Jackson County
Commission #07000040

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 25th 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

"OFFICIAL SEAL"
ANITA ELAINE XENOS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03/19/2012

Schedule A - Trademarks

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

Schedule B – Patents and Patent Applications

Country	Patent/Patent Application Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
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.