

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Headwaters Incorporated		10/27/2009	CORPORATION: DELAWARE
Tapco International Corporation		10/27/2009	CORPORATION: MICHIGAN
Atlantic Shutter Systems, Inc.		10/27/2009	CORPORATION: SOUTH CAROLINA
Headwaters Resources, Inc.		10/27/2009	CORPORATION: UTAH
Dutch Quality Stone, Inc.		10/27/2009	CORPORATION: OHIO
Eldorado Stone, LLC		10/27/2009	LIMITED LIABILITY COMPANY: DELAWARE
Eldorado Stone Operations, LLC		10/27/2009	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 142

Property Type	Number	Word Mark
Registration Number:	2659400	HEADWATERS
Registration Number:	1152421	POZZOLANIC
Registration Number:	1395433	POZZALIME
Registration Number:	1402656	GYPCEM
Registration Number:	1448523	FLEXCRETE
Registration Number:	1454791	PEANUT MAKER
Registration Number:	1601725	POWERLITE

CH \$3565.00 2659400

Registration Number:	1744157	ALSIL
Registration Number:	1911817	FLO FIL
Registration Number:	2004062	C-STONE
Registration Number:	2039031	ALKA PHIX
Registration Number:	3248034	ADDING VALUE TO ENERGY
Registration Number:	3330391	NXCAT
Registration Number:	3330392	NXCAT NEXT GENERATION NANOCATALYST TECHNOLOGY
Registration Number:	3330390	THINK SMALL...NXCAT
Registration Number:	2941803	COVOL
Registration Number:	3382935	POZZALIME
Registration Number:	3513091	HCAT
Registration Number:	2985812	ENVIROPOST
Registration Number:	3117547	ASM
Registration Number:	3001611	DQ STONE DUTCH QUALITY
Registration Number:	3523176	DUTCH QUALITY STONE
Registration Number:	3589637	DQ STONE DUTCH QUALITY
Registration Number:	1182120	ELDORADO
Registration Number:	2035928	HYAK WALL
Registration Number:	2498513	ELDORADO STONE
Registration Number:	2686690	HILLSTONE
Registration Number:	2727198	RUSTIC LEDGE
Registration Number:	3311629	CLIFFSTONE
Registration Number:	3059689	QUARRYSTONE
Registration Number:	2824924	CREEK COBBLE
Registration Number:	2686691	FIELDLEDGE
Registration Number:	2901565	ELDORADO
Registration Number:	2969820	ELDORADO STONE SEE IT AND BELIEVE IT HANDMADE ARCHITECTURAL STONE VENEERS HAND LAID
Registration Number:	2822836	SYNDECRETE
Registration Number:	3238657	WHERE DO YOU ROCK?
Registration Number:	3195583	TUNDRABRICK
Registration Number:	3200252	MODENABRICK
Registration Number:	3236796	ELDORADO BRICK
Registration Number:	3204071	VIABRICK

Registration Number:	3521444	CYPRESS RIDGE
Registration Number:	3581105	CAMINOADOBE
Registration Number:	3505740	LIVE BEYOND THE SURFACE
Registration Number:	3581901	ROUGH CUT
Registration Number:	3457413	THE IMPACT OF GROUT
Registration Number:	3569287	ELDORADO STONE
Registration Number:	3643158	COASTALREEF
Registration Number:	0776556	PORT-O-BRAKE
Registration Number:	0790308	
Registration Number:	1168051	PORT-O-COILER
Registration Number:	1158851	PORT-O-BRAKE
Registration Number:	1187685	SHUTTER-LOK
Registration Number:	1175860	PORT-O-BENDER
Registration Number:	1365611	VANTAGE
Registration Number:	1505581	PORT-O-SLITTER
Registration Number:	1531995	RAIN AWAY
Registration Number:	1649514	MOUNT MASTER
Registration Number:	1648867	SURFACE MASTER
Registration Number:	1687752	MID-AMERICA MASTER SERIES
Registration Number:	1747122	VANTAGE
Registration Number:	3407634	VANTAGE
Registration Number:	1744296	TAPCO MAX-I-MUM COMMERCIAL MODEL PORT-O-BENDER
Registration Number:	1756679	MASTER
Registration Number:	1756864	STYLE-A-SHUTTER
Registration Number:	1753924	MASTER SHUTTER
Registration Number:	1771491	PRO-EDGE SAW TABLE & CUTTING STATION
Registration Number:	1908137	TAPCO
Registration Number:	1917615	TAPCO
Registration Number:	1871077	TAPCO PRO-III PORT-O-BENDER
Registration Number:	1936844	HIP MASTER
Registration Number:	1932909	HIP MASTER
Registration Number:	1950751	BUILDERS EDGE
Registration Number:	1979053	PROFESSIONAL CUT-OFF
Registration Number:	2270262	ATLANTIC

Registration Number:	2662342	
Registration Number:	2733947	
Registration Number:	2662343	
Registration Number:	2697263	RIDGEMASTER
Registration Number:	2712820	RIDGE MASTER KING OF THE RIDGE
Registration Number:	2861575	SNAP STAND
Registration Number:	2982391	INTEGRATED TOOL SYSTEMS
Registration Number:	2907252	PROTRAX
Registration Number:	2870619	ENCORE
Registration Number:	2924293	STONEFIELD
Registration Number:	2939272	WELLCRAFT
Registration Number:	2984096	FOUNDRY
Registration Number:	3009528	MINITRAX
Registration Number:	3032962	MAXTRAX
Registration Number:	3107643	INNOVATIVE EXTERIOR PRODUCTS
Registration Number:	3298724	DISTINCTIVE CEDAR ACCENTS
Registration Number:	3370180	SOLIDTHRU
Registration Number:	3057245	DESIGN ELEMENTS FOR THE HOME
Registration Number:	3062508	PRO 14
Registration Number:	3062509	PRO 19
Registration Number:	3057324	WINDY
Registration Number:	3254729	SIDE-WINDER
Registration Number:	2998277	MAX-I-MUM
Registration Number:	3122700	PRESSLOK
Registration Number:	3257686	EASY-LOK
Registration Number:	3001902	NUSHELL
Registration Number:	3331005	BUILDERS EDGE
Registration Number:	3341132	
Registration Number:	3538995	
Registration Number:	3518179	THE TAPCO GROUP
Registration Number:	3529084	
Registration Number:	3665213	THE TAPCO GROUP
Registration Number:	3320156	FINISH THE JOB
Registration Number:	3234945	MID-AMERICA SIDING COMPONENTS
Registration Number:	3145499	MAX SLATE

Registration Number:	3145500	MAX SHAKE
Registration Number:	3309040	INSPIRE
Registration Number:	3309145	INFLEX
Registration Number:	3309146	HARBORVIEW
Registration Number:	3357861	MX SERIES
Registration Number:	3363701	MX 8
Registration Number:	3363702	MX 10
Registration Number:	3363703	MX 12
Registration Number:	3490540	MX STAND
Registration Number:	3422950	INNER CIRCLE
Registration Number:	3405512	PK CENTRAL
Registration Number:	3636929	IQM
Registration Number:	3543456	ATLANTIC
Serial Number:	77180501	HCAT
Serial Number:	77198028	NXCAT
Serial Number:	77198071	NXCAT NEXT GENERATION NANOCATALYST TECHNOLOGY
Serial Number:	77198049	THINK SMALL...NXCAT
Serial Number:	77281412	PERFORMANCE POZZOLAN
Serial Number:	77615057	PERFORMANCE POZZOLAN 2
Serial Number:	77683281	POZZALIME
Serial Number:	77615052	P 2
Serial Number:	77317920	THE MOST BELIEVABLE ARCHITECTURAL STONE VENEER IN THE WORLD.
Serial Number:	77414762	GEMSTONES
Serial Number:	77697339	ARTWALL
Serial Number:	77697293	CUT COARSE STONE
Serial Number:	77697347	GEMSTONE
Serial Number:	77697344	STONE JOURNALS
Serial Number:	78645298	THE TAPCO GROUP
Serial Number:	78677488	STORM DEFENSE
Serial Number:	77431204	ASHCRAFT
Serial Number:	77569866	WINWORKS
Serial Number:	77758624	TAPCOSLATE
Serial Number:	77760100	PORT-O-SLITTER

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-846-3190
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Federal Research
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	10/30/2009

Total Attachments: 17
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Headwaters Incorporated (See attached for additional conveying parties)</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A.</u> Internal _____ Address: _____</p> <p>Street Address: <u>55 S. Lake Avenue, Suite 900</u> City: <u>Pasadena</u> State: <u>CA</u> Country: <u>USA</u> Zip: <u>91101</u></p> <p> <input checked="" type="checkbox"/> Association Citizenship <u>North Carolina</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance / Execution Date(s) :</p> <p>Execution Date(s) <u>October 27, 2009</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>77/180501 (See Schedule I)</u></p> <p>B. Trademark Registration No.(s) <u>2659400 (See Schedule I)</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Federal Research Corporation</u> Internal Address: <u>Attn: Oleh Hareljuk</u> _____ Street Address: <u>1023 Fifteenth Street, NW, Suite 401</u> _____ City: <u>Washington, D.C.</u> State: _____ Zip: <u>20005</u> Phone Number: <u>(800) 846-3190</u> Fax Number: <u>(800) 680-9592</u> Email Address: _____</p>	<p>6. Total number of applications and registrations involved: 142</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>3565.00</u></p> <p> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: _____ <u>10/28/09</u> _____ Signature Date _____ <u>Denaba Parker, Esq.</u> _____ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 17</p>	

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

(Continuation of Trademark Recordation Form Cover Sheet)

Additional Names of Conveying Parties:

	Name	Jurisdiction	Type of Entity
1.	Tapco International Corporation	Michigan	Corporation
2.	Atlantic Shutter Systems, Inc.	South Carolina	Corporation
3.	Headwaters Resources, Inc.	Utah	Corporation
4.	Dutch Quality Stone, Inc.	Ohio	Corporation
5.	Eldorado Stone LLC	Delaware	Limited Liability Company
6.	Eldorado Stone Operations, LLC	Utah	Limited Liability Company

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2009, is made by Headwaters Incorporated, a Delaware corporation ("Headwaters"), Tapco International Corporation, a Michigan corporation ("Tapco"), Atlantic Shutter Systems, Inc., a South Carolina corporation ("Atlantic"), Headwaters Resources, Inc., a Utah corporation ("HRI"), Dutch Quality Stone, Inc, an Ohio corporation ("DQS"), Eldorado Stone LLC, a Delaware limited liability company ("Eldorado") and Eldorado Stone Operations, LLC, a Utah limited liability company ("Stone Op." and together with Headwaters, Tapco, Atlantic, HRI, DQS and Eldorado, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), 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 the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Headwaters Construction Materials, Inc., a Utah corporation ("HCM"), Tapco, HRI, each of their respective Subsidiaries identified on the signature pages thereof (such Subsidiaries 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 Headwaters shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty");

WHEREAS, pursuant to the Loan Agreement, each of Tapco, Atlantic, HRI, DQS and Stone Op. is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement; and

WHEREAS, pursuant to the Guaranty, Headwaters is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark 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, each 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 TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

- (b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;
- (c) all renewals or extensions of the foregoing Trademarks;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) 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 Trademarks; and
- (f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Trademark 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each 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 Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark 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 Trademark 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.

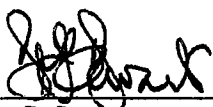
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

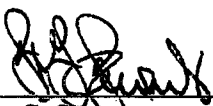
ELDORADO STONE LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

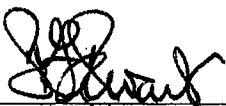
TAPCO INTERNATIONAL CORPORATION,
a Michigan corporation,
as a Grantor

By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

ATLANTIC SHUTTER SYSTEMS, INC.,
a South Carolina corporation,
as a Grantor

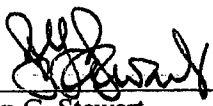
By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

HEADWATERS INCORPORATED,
a Delaware corporation,
as a Grantor

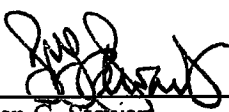
By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

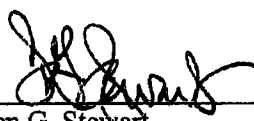
HEADWATERS RESOURCES, INC.,
a Utah corporation,
as a Grantor

By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

DUTCH QUALITY STONE, INC.,
an Ohio corporation,
as a Grantor

By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

ELDORADO STONE OPERATIONS, LLC,
a Utah limited liability company,
as a Grantor

By: 
Name: Steven G. Stewart
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association,
as Agent

By: TE Eggertsen
Name: Todd Eggertsen
Title: Vice President

[Signature page to Trademark Security Agreement]

Schedule I

Trademarks

Headwaters Incorporated					
Trademark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
HEADWATERS	US	78/018,501	26-Jul-00	2659400	10-Dec-02
POZZOLANIC (Design)	US	73/221,717	29-Jun-79	1152421	28-Apr-81
POZZALIME	US	73/499,272	13-Sep-84	1395433	3-Jun-86
GYPCEM	US	73/533,662	22-Apr-85	1402656	22-Jul-86
FLEXCRETE	US	73/636,328	22-Dec-86	1448523	21-Jul-87
PEANUT MAKER	US	73/636,329	22-Dec-86	1454791	1-Sep-87
POWERLITE	US	73/835,676	2-Nov-89	1601725	19-Jun-90
ALSIL	US	74/182,722	5-Jul-91	1744157	5-Jan-93
FLO FIL	US	74/479,723	18-Jan-94	1911817	15-Aug-95
C-STONE	US	74/665,571	25-Apr-95	2004062	1-Oct-96
ALKA-PHIX (Design)	US	75/085,326	8-Apr-96	2039031	18-Feb-97
ADDING VALUE TO ENERGY	US	78/195484	17-Dec-02	3248034	29-May-07
NXCAT	US	78253674	23-May-03	3330391	6-Nov-07
NXCAT NEXT GENERATION NANOCATALYST TECHNOLOGY	US	78253676	23-May-03	3330392	6-Nov-07
THINK SMALL...NXCAT	US	78253673	23-May-03	3330390	6-Nov-07
COVOL	US	78337331	5-Dec-03	2,941,803	10-Apr-05
POZZALIME	US	78/693,224	16-Aug-05	3382935	12-Feb-08
HCAT	US	77/042411	13-Nov-06	3513091	7-Oct-08
HEADWATERS	EU	5487178	21-Nov-06	5487178	24-Oct-07
HCAT	EU	5794193	28-Mar-07		

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Headwaters Incorporated					
Trademark	Country	Serial No.	App. Date.	Reg. No.	Reg. Date
HCAT	CA	1346908	10-May-07	TMA711220	8-Apr-08
HCAT	Hong Kong	300869068	11-May-07	300869068	11-May-07
HCAT	Japan	2007-47013	11-May-07	5104629	11-Jan-08
HCAT	MX	853970	11-May-07	1010067	31-Oct-07
HCAT	MX	853971	11-May-07	1010068	31-Oct-07
HCAT	China	6048879	14-May-07		
HCAT	Korea (South)	45-2007-1940	14-May-07		
HCAT	US	77/180501	14-May-07		
HCAT	Venezuela	10436-2007	14-May-07		
HCAT	Venezuela	10438-2007	14-May-07		
HCAT	Venezuela	10437-2007	14-May-07		
HCAT	Russian Federation	2007715347	24-May-07		
HCAT	China	6081248	31-May-07		
NXCAT	US	77198028	5-Jun-07		
NXCAT NEXT GENERATION NANOCATALYST TECHNOLOGY	US	77198071	5-Jun-07		
THINK SMALL...NXCAT	US	77198049	5-Jun-07		
PERFORMANCE POZZOLAN	US	77/281412	17-Sep-07		
HCAT	Kuwait	89773	11-Nov-07		
HCAT	Kuwait	89774	11-Nov-07		
HCAT	India	1620251	12-Nov-07		
HCAT	Saudi Arabia	123812	13-Nov-07		
HCAT	Saudi Arabia	123813	13-Nov-07		
HCAT	Taiwan	96053628	13-Nov-07	1331785	1-Oct-08
HCAT	Taiwan	96053630	13-Nov-07		

Schedule I- 2

701805819v1

Headwaters Incorporated					
Trademark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
HCAT	Brazil	829477012	14-Nov-07		
HCAT	Brazil	829477020	14-Nov-07		
HCAT	Thailand	679299	14-Nov-07		
HCAT	Thailand	679300	14-Nov-07		
P2 PERFORMANCE POZZOLAN (Design)	US	77/615057	14-Nov-08		
POZZALIME	US	77/683281	4-Mar-09		

HRI Group					
Trademark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
ENVIROPOST	US	76/489,194	10-Feb-03	2985812	16-Aug-05
ASM	US	76/523,926	19-Jun-03	3117547	18-Jul-06
P2 (Design)	US	77/615052	14-Nov-08		

Eldorado Group					
Trademark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
DQ STONE DUTCH QUALITY (Design)	US	78/461908	4-Aug-04	3001611	27-Sep-05
DUTCH QUALITY STONE	US	77/188179	23-May-07	3523176	28-Oct-08
DQ STONE DUTCH QUALITY (Design)	US	77/188186	23-May-07	3589637	17-Mar-09
ELDORADO	US	73/259769	28-Apr-80	1182120	15-Dec-81
HYAK WALL	US	74/496938	4-Mar-94	2035928	4-Feb-97
ELDORADO STONE & Diamond Design	European Union	1898162	13-Oct-00	1898162	5-Dec-01
ELDORADO STONE & Diamond Design	Russian Federation	2000726174	16-Oct-00	216608	9-Jul-02
ELDORADO STONE & Diamond Design	Korea (South)	2000-48379	16-Oct-00	512396	14-Feb-02
ELDORADO STONE & Diamond Design	Canada	1080647	27-Oct-00	TMA570924	20-Nov-02

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Eldorado Group					
Trademark	Country	Serial No.	App Date	Reg No.	Reg Date
ELDORADO STONE (Design w/ Diamond)	US	78/033842	3-Nov-00	2498513	16-Oct-01
ELDORADO STONE & Diamond Design	Mexico	457093	8-Nov-00	691314	27-Mar-01
ELDORADO STONE & Diamond Design	Malaysia	2000-18280	18-Dec-00	18280	28-Aug-03
ELDORADO STONE & Diamond Design	Oman	24449	20-Dec-00	24449	26-Oct-04
ELDORADO STONE & Diamond Design	Philippines	4-2001-000511	25-Jan-01	4-2001-000511	13-Jan-06
ELDORADO STONE & Diamond Design	Bahrain	1029/2001	20-May-01	29694	7-Feb-04
COPPER CANYON BRICK & Design	Mexico	510407	2-Oct-01	771756	29-Sep-02
COPPER CANYON STONE & Design	Mexico	512200	2-Oct-01	771763	29-Nov-02
HILLSTONE	US	78/118979	2-Apr-02	2686690	11-Feb-03
RUSTIC LEDGE	US	78/118991	2-Apr-02	2727198	17-Jun-03
CLIFFSTONE	US	78/119003	2-Apr-02	3311629	16-Oct-07
QUARRYSTONE	US	78/119010	2-Apr-02	3059689	14-Feb-06
CREEK COBBLE	US	78/119018	2-Apr-02	2824924	23-Mar-04
FIELDLEDGE	US	78/119051	2-Apr-02	2686691	11-Feb-03
ELDORADO	Korea (South)	2002-0020407	10-Oct-02	99345	6-Apr-04
ELDORADO	Japan	86271/2002	10-Oct-02	4743626	23-Jan-04
ELDORADO	Japan	86272/2002	10-Oct-02	4733263	12-Dec-03
ELDORADO	Australia	931675	23-Oct-02	931675	23-Oct-02
ELDORADO	European Union	2903797	23-Oct-02	2903797	28-Jan-04
ELDORADO	Canada	1156913	24-Oct-02	TMA606724	31-Mar-04
ELDORADO	Malaysia	-205964	25-Oct-02		
ELDORADO	Oman	29257	26-Oct-02	29257	9-Jul-05
ELDORADO	Philippines	4-2002-0009751	13-Nov-02	4-2002-009751	30-Jul-05
ELDORADO	Bahrain	5273	18-Nov-02	5273	18-Nov-02
ELDORADO	Russian Federation	2002728771	27-Nov-02	275325	20-Sep-04
ELDORADO	Singapore	T03/00480Z	18-Jan-03	T03/00480Z	7-Jul-03
ELDORADO	Singapore	T03/00481H	18-Jan-03	T03/00481H	20-Jan-04

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Eldorado Group					
Trademark	Country	Serial No.	App Date	Reg. No.	Reg. Date
ELDORADO	Taiwan	92005109	20-Jan-03	1106645	16-Jun-04
ELDORADO	Taiwan	92005110	20-Jan-03	191098	1-Dec-03
ELDORADO	New Zealand	672410	31-Jan-03	672410	8-Dec-05
ELDORADO	New Zealand	672411	31-Jan-03	672411	8-Dec-05
ELDORADO	China	3453344	31-Jan-03	3453344	28-Aug-04
ELDORADO	China	3453345	31-Jan-03	3453345	28-Oct-04
ELDORADO	US	78/239600	18-Apr-03	2901565	9-Nov-04
ELDORADO STONE SEE IT AND BELIEVE IT (Design)	US	78/239610	18-Apr-03	2969820	19-Jul-05
SYNDECRETE (Design)	US	76/510,187	28-Apr-03	2822836	16-Mar-04
ELDORADO	Egypt	159611	25-May-03	159611	25-May-03
ELDORADO	Egypt	159617	25-May-03		
ELDORADO	Indonesia	D00200313 27913403	29-May-03	IDM000006976	6-May-04
ELDORADO	Indonesia	J002003132 8013404	29-May-03	IDM000006977	6-May-04
ELDORADO STONE & Design (Diamond)	Mexico	615349	20-Aug-03	952790	19-Sep-06
ELDORADO STONE SEE IT AND BELIEVE IT & Design	Korea (South)	2005- 0004004	7-Oct-05	45-0017008	4-Aug-06
ELDORADO STONE & Diamond Design	Korea (South)	2005- 0022732	7-Oct-05	41-0135827	8-Aug-06
ELDORADO	Korea (South)	2005- 0046537	7-Oct-05	40-0673298	8-Aug-06
ELDORADO STONE SEE IT AND BELIEVE IT & Design	China	4959896	24-Oct-05		
ELDORADO STONE SEE IT AND BELIEVE IT & Design	China	4959897	24-Oct-05		
ELDORADO STONE & Diamond Design	China	4959898	24-Oct-05		
ELDORADO STONE & Diamond Design	China	4959899	24-Oct-05		
WHERE DO YOU ROCK?	US	76/656519	13-Mar-06	3238657	8-May-07
TUNDRABRICK	US	76/657,452	29-Mar-06	3195583	9-Jan-07
MODENABRICK	US	76/657,464	29-Mar-06	3200252	23-Jan-07
ELDORADO BRICK	US	78/886,529	18-May-06	3236796	1-May-07
VIABRICK	US	78/886,530	18-May-06	3204071	30-Jan-07
CYPRESS RIDGE	US	77/148223	4-Apr-07	3521444	21-Oct-08

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REEL: 004088 FRAME: 0448

Eldorado Group					
Trademark	Country	Serial No.	App Date	Reg. No.	Reg. Date
CAMINOADOBE	US	77/152951	10-Apr-07	3581105	24-Feb-09
LIVE BEYOND THE SURFACE	US	76/677,385	25-May-07	3505740	23-Sep-08
EL.DORADO	European Union	929596	2-Jul-07	929596	2-Jul-07
ELDORADO	WIPO	929596	2-Jul-07	929596	2-Jul-07
ELDORADO	Russian Federation	929596	2-Jul-07		
ELDORADO ADOBE	Mexico	881365	10-Sep-07		
ROUGH CUT	US	77/278689	13-Sep-07	3581901	24-Feb-09
CYPRESS RIDGE	European Union	6283378	17-Sep-07		
CYPRESS RIDGE	Mexico	884183	21-Sep-07		
CAMINO ADOBE	Mexico	885422	27-Sep-07	1011460	15-Nov-07
CYPRESS RIDGE	Canada	1366162	3-Oct-07		
CYPRESS RIDGE	CA	1366162	3-Oct-07	TMA723219	9-Sep-08
THE IMPACT OF GROUT	US	77/315876	29-Oct-07	3457413	1-Jul-08
THE MOST BELIEVABLE ARCHITECTURAL STONE VENEER IN THE WORLD	US	77/317920	31-Oct-07		
GEMSTONES	US	77/414762	6-Mar-08		
ELDORADO STONE	US	77/432956	27-Mar-08	3569287	3-Feb-09
ELDORADO STONE	WIPO		27-Sep-08		
COASTALREEF	US	77/621417	25-Nov-08	3643158	23 Jun3 09
CAMINOADOBE	Mexico	985123	21-Jan-09		
ArtWall	US	77/697339	23-Mar-09		
CUT COURSE STONE	US	77/697293	23-Mar-09		
GEMSTONE	US	77/697347	23-Mar-09		
STONE JOURNALS	US	77/697344	23-Mar-09		

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REEL: 004088 FRAME: 0449

Tapco Group					
Trademark	Country	Serial No.	App Date	Reg. No.	Reg. Date
PORT-O-BRAKE	US	72/170704	10-Jun-1963	776556	08-Sep-1964
WOMAN & BRAKE LOGO	US	72/201761	11-Sep-1964	790308	01-Jun-1965
PORT-O-COILER (Design)	US	73/217351	29-May-1979	1168051	08-Sep-1981
PORT-O-BRAKE	US	73/243490	19-Dec-1979	1158851	30-Jun-1981
SHUTTER-LOK	US	73/276718	05-Sep-1980	1187685	26-Jan-1982
PORT-O-BENDER	US	73/278364	18-Sep-1980	1175860	03-Nov-1981
VANTAGE	US	73/520793	01-Feb-1985	1365611	15-Oct-1985
PORT-O-SLITTER	US	73/662168	21-May-1987	1505581	27-Sep-1988
RAIN AWAY	US	73/751355	12-Sep-1988	1531995	28-Mar-1989
MOUNT MASTER	US	74/039187	16-Mar-1990	1649514	02-Jul-1991
SURFACE MASTER	US	74/039199	16-Mar-1990	1648867	25-Jun-1991
MID-AMERICA MASTER SERIES	US	74/053125	26-Apr-1990	1687752	19-May-1992
VANTAGE	US	74/229225	11-Dec-1991	1747122	19-Jan-1993
VANTAGE	US	75/984006	11-Dec-1991	3407634	19-Jan-1993
TAPCO MAX-I-MUM COMMERCIAL MODEL PORT-O-BENDER (Design)	US	74/242711	03-Feb-1992	1744296	05-Jan-1993
MASTER	US	74/283225	09-Jun-1992	1756679	09-Mar-1993
STYLE-A-SHUTTER	US	74/283582	09-Jun-1992	1756864	09-Mar-1993
MASTER SHUTTER	US	74/286947	22-Jun-1992	1753924	23-Feb-1993
PRO-EDGE SAW TABLE & CUTTING STATION (Design)	US	74/310588	03-Sep-1992	1771491	18-May-1993
TAPCO	US	74/461669	22-Nov-1993	1908137	01-Aug-1995
TAPCO (Design)	US	74/461670	22-Nov-1993	1917615	12-Sep-1995
TAPCO PRO-III PORT-O-BENDER (Design)	US	74/486147	03-Feb-1994	1871077	03-Jan-1995
HIP MASTER (Design)	US	74/576577	21-Sep-1994	1936844	21-Nov-1995
HIP MASTER	US	74/576578	21-Sep-1994	1932909	07-Nov-1995
BUILDERS EDGE (Design)	US	74/600155	17-Nov-1994	1950751	23-Jan-1996
PROFESSIONAL CUT-OFF (Design)	US	74/661066	14-Apr-1995	1979053	04-Jun-1996
DUOSEAL	CA	794763	13-Oct-1995	493307	21-Apr-1998
ATLANTIC	US	75/365198	29-Sep-1997	2270262	17-Aug-1999
PRO2000	CA	1009989	26-Mar-1999	545245	16-May-2001
PRO2000 PORT-O-BENDER Logo	CA	1009990	26-Mar-1999	545244	16-May-2001

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Tapco Group					
Trademark	Country	Serial No.	App Date	Reg. No.	Reg. Date
CONFIGURATION OF PORTION OF BRAKE	US	76/304896	17-Aug-2001	2662342	17-Dec-2002
FACING PORTION OF BRAKE (machine perspective)	US	76/304897	17-Aug-2001	2733947	08-Jul-2003
FACING PORTION OF BRAKE (anvil perspective)	US	76/304925	17-Aug-2001	2662343	17-Dec-2002
RIDGEMASTER	US	76/304578	24-Aug-2001	2697263	18-Mar-2003
RIDGEMASTER KING OF THE RIDGE (Design)	US	76/304579	24-Aug-2001	2712820	06-May-2003
SNAP STAND	US	78/211745	06-Feb-2003	2861575	06-Jul-2004
INTEGRATED TOOL SYSTEMS	US	78/218306	24-Feb-2003	2982391	02-Aug-2005
PROTRAX	US	78/218308	24-Feb-2003	2907252	30-Nov-2004
ENCORE	US	78/236354	10-Apr-2003	2870619	03-Aug-2004
STONEFIELD	US	78/252349	20-May-03	2924293	10-Feb-04
SNAP STAND	CA		27-Jun-2003	639527	10-May-2005
PROTRAX	CA		23-Jul-2003	665897	09-Jun-2006
VALUE FACTS	CA		23-Jul-2003	665906	09-Jun-2006
INTEGRATED TOOL SYSTEMS	CA		23-Jul-2003	678506	18-Dec-2006
ENCORE	CA		02-Sep-2003	663080	21-Apr-2006
HAND TOOLS FOR THE PRO	CA		10-Oct-2003	700123	05-Nov-2007
WELLCRAFT	US	76/552728	20-Oct-03	2939272	12-Apr-05
FOUNDRY	US	78/329042	17-Nov-2003	2984096	09-Aug-2005
MiniTrax	US	78/359104	28-Jan-2004	3009528	25-Oct-2005
MaxTrax	US	78/359106	28-Jan-2004	3032962	20-Dec-2005
INNOVATIVE EXTERIOR PRODUCTS	US	78/359111	28-Jan-2004	3107643	20-Jun-2006
DISTINCTIVE CEDAR ACCENTS	US	78/359113	28-Jan-2004	3298724	25-Sep-2007
FOUNDRY	CA	1216022	06-May-2004	tma688344	25-May-2007
SOLID THRU	US	78/449513	12-Jul-2004	3370180	15-Jan-2008
DESIGN ELEMENTS FOR THE HOME	US	78/452122	16-Jul-2004	3057245	07-Feb-2006
PRO 14	US	78/467345	13-Aug-2004	3062508	28-Feb-2006
PRO 19	US	78/467361	13-Aug-2004	3062509	28-Feb-2006
WINDY	US	78/467370	13-Aug-2004	3057324	07-Feb-2006
SIDE-WINDER	US	78/467377	13-Aug-04	3254729	26-Jun-07
MAX-I-MUM	US	78/467380	13-Aug-2004	2998277	20-Sep-2005
PRESSLOK	US	78/471217	20-Aug-2004	3122700	01-Aug-2006
EASY-LOK	US	78/471226	20-Aug-2004	3257686	03-Jul-2007

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Tapeco Group					
Trademark	Country	Serial No.	App Date	Reg. No.	Reg. Date
NUSHELL	US	78/471232	20-Aug-2004	3001902	27-Sep-2005
DESIGN ELEMENTS FOR THE HOME	CA	1239247	01-Dec-2004	711567	10-Apr-08
PRO 19	CA	1239731	06-Dec-2004	695611	05-Sep-2007
WINDY	CA	1239732	06-Dec-2004	697209	25-Sep-2007
SOLID THRU	CA	1241181	17-Dec-2004	729218	24-Nov-08
BUILDERS EDGE	US	78/621602	03-May-2005	3331005	06-Nov-2007
HOME DEFENSE	CA	1256849	06-May-2005	729216	24-Nov-08
ATLANTIC PREMIUM SHUTTER (Logo)	US	78/628058	11-May-2005	3341132	20-Nov-2007
THE TAPCO GROUP (Logo)	US	78/980029	7-Jun-05	3538995	25-Nov-08
THE TAPCO GROUP	US	78/645288	07-Jun-2005	3518179	14-Oct-08
THE TAPCO GROUP (Design)	US	78/645298	07-Jun-2005		
TAPCO GROUP (Logo)	US	78/645855	07-Jun-2005	3529084	4-Nov-08
THE TAPCO GROUP	US	78/980014	07-Jun-2005	3665213	4-Aug-09
TAPCO GROUP (Logo)	US	78/980029	07-Jun-2005	3538995	25-Nov-08
FINISH THE JOB	US	78/652398	16-Jun-2005	3320156	23-Oct-2007
MID-AMERICA SIDING COMPONENTS	US	78/652400	16-Jun-2005	3234945	24-Apr-2007
THE TAPCO GROUP (Logo)	CA	1262261	22-Jun-2005		
THE TAPCO GROUP	CA	1262262	22-Jun-2005		
THE TAPCO GROUP and logo	CA	1262265	22-Jun-2005		
ATLANTIC SHUTTER & LOGO	CA	1262266	22-Jun-2005	729404	25-Nov-08
WINWORKS	CA	1263453	04-Jul-2005		
STORM DEFENSE	US	78/677488	25-Jul-2005		
MAX SLATE	US	78/743,581	31-Oct-05	3145499	19-Sep-06
MAX SHAKE	US	78/743,585	31-Oct-05	3145500	19-Sep-06
MAX SLATE	US	78/743581	31-Oct-2005	3145499	19-Sep-06
MAX SHAKE	US	78/743585	31-Oct-2005	3145500	27-Jun-06
INSPIRE	US	78/744105	31-Oct-2005	3309040	09-Oct-2007
INFLEX	US	78/757640	19-Nov-2005	3309145	09-Oct-2007
HARBOR VIEW	US	78/757642	19-Nov-2005	3309146	09-Oct-2007

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Tapeo Group					
Trademark	Country	Serial No.	App. Date	Reg. No.	Reg. Date
MX SERIES	US	78/897537	31-May-2006	3357861	18-Dec-2007
MX 8	US	78/897541	31-May-2006	3363701	01-Jan-2008
MX 10	US	78/897544	31-May-2006	3363702	01-Jan-2008
MX 12	US	78/897548	31-May-2006	3363703	01-Jan-2008
MX STAND	US	78/897553	31-May-2006	3490540	19-Aug-08
INNER CIRCLE	US	78/897565	31-May-2006	3422950	6-May-08
PK CENTRAL	US	78/897571	31-May-2006	3405512	01-Apr-2008
IQM	US	78/939913	28-Jul-2006	3636929	9-Jun-09
CORNER TRIM PIECE	CA	124879	29-Feb-2008		
CORNER TRIM PIECE	CA	124880	29-Feb-2008		
CORNER TRIM PIECE	CA	124881	29-Feb-2008		
ASHCRAFT	US	77/431204	25-Mar-2008		
ATLANTIC	US	77/459877	28-Apr-08	3543456	9-Dec-08
WINWORKS	US	77/569866	15-Sep-08		
ATLANTIC	BM	48582	15-Oct-08		
ATLANTIC	VG	3686	5-Dec-08	4993	5-Apr-09
INSPIRE	MAP	A0015211	10-Feb-09	993733	10-Feb-09
TAPCOSLATE	US	77/758624	12-Jun-09		
PORT-O-SLITTER	US	77/760100	15-Jun-09		
TAPCOSLATE	EP	8368656	17-Jun-09		
ATLANTIC	CA	1413142	02.Oct.2008		

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